



CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT

SUITE 1900

55 TRINITY AVENUE, SW

ATLANTA, GA 30303

(404) 546-1000

Andre Dickens
Mayor

Jaideep Majumdar
Chief Procurement Officer

Excellence in VALUE CREATION through Partnership, Collaboration, and Innovation

CONTRACT SUMMARY AND SIGNATURE REQUEST FORM

CONTRACT NAME: SP-DOA-2211-1230166, Flock License Plate Reader Equipment, Installation & Maintenance & Support Services at H-JAIA

BETWEEN the CITY of ATLANTA and Flock Group, Inc.

TOTAL CONTRACT AMOUNT: \$85,600.00
Exceed ☒

One Time ☐ Annual ☐ Not to

CONTRACT TERM: (2) Years with (2), (1) Year Renewal

START DATE:

End DATE:

BRIEF PROJECT DESCRIPTION: License Plate Reader Equipment, Installation and Maintenance and Support Services for DOA Police Department.

Signature

Date Signed

Department of Finance – Risk Management

DocuSigned by:

John Smith

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March 17, 2023

N/A

Office of Contract Compliance

User Agency

DS
9K C

DocuSigned by:

Balram Bhodari

49658DA27AC64F8...

March 18, 2023

N/A

Department of Finance

Signatory for Payment and Performance Bonds

Department of Law

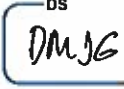
DocuSigned by:

Krista Morrison

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March 23, 2023

CONTRACT NAME: : SP-DOA-2211-1230166, Flock License Plate Reader Equipment, Installation & Maintenance & Support Services at H-JAIA

Department of Procurement		 March 23, 2023
Chief Operating Officer	N/A	
Chief of Staff	N/A	
Mayor	N/A	
Municipal Clerk		

Flock License Plate Reader Equipment, Installation & Maintenance & Support Services at H-JAIA, SP/DOA/2211-1230166

Contract Name: Flock License Plate Reader Equipment, Installation & Maintenance & Support Services at H-JAIA	Contract No. SSP/DOA/2211-1230166
Service Provider Name: Flock Group, Inc.	City of Atlanta Using Agency: Department of Aviation Airport Police Department
Address: 1170 Howell Mill Rd Suite 210, Atlanta, GA 30318	Address: 5563 Trinity Ave. SW, Suite 3900 Atlanta, GA 30303
Phone: (415) 385-9580	Phone: 404-382-1911
Email: Mark.smith@flocksafety.com	Email: kecollier@atl.com
Authorized Representative: Mark Smith	Authorized Representative: Major Kelley Collier

This Special Procurement Agreement, **SP/DCP/2211-1230166, Flock License Plate Reader Equipment, Installation & Maintenance & Support Services at H-JAIA** (“Agreement”) between the City of Atlanta (the “City”), Flock Group, Inc. (“Service Provider”) is entered into and effective on this 28 day of March, 2023 (“Effective Date”). The City and Service Provider may be collectively referred to as the “Parties” or individually as a “Party.”

WHEREAS, pursuant to City of Atlanta Code of Ordinances §2-1191, the Chief Procurement Officer is authorized to enter into this Agreement for the purchase of Flock license plate reader equipment, installation & maintenance & support services from Flock Group, Inc on behalf of the City’s Department of Aviation (“DOA”); and

WHEREAS, Service Provider has agreed to provide such services as outlined within this Agreement and more specifically within **Exhibit A** of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. **Interpretation.**

1.1. All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

1. Agreement
2. Exhibit A - General Scope of Services
3. Exhibit A.1 - Compensation
4. Exhibit A.2 - Task Orders (*not applicable*)
5. Exhibit B – Definitions
6. Exhibit C – Authorization
7. Exhibit D - City Security Policies
8. Exhibit E - Dispute Resolution Procedures
9. Exhibit F – Additional Contract Documents
- Appendix A - Office of Contract Compliance Requirements (*not applicable*)
- Appendix B - Insurance and Bonding Requirements

2. **Term.**

2.1. **Initial Term.** The initial term of this Agreement will be two (2) years. This Agreement shall commence on the Effective Date and end on March 27, 2025. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2. **Renewal Terms.** City shall have the right in its sole discretion to renew this Agreement for two (2) additional, one (1) year terms according to the following procedure:

2.2.1. If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the Term. The legislation will establish the date of such renewal;

2.2.2. If such legislation is enacted, within fifteen (15) days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

3. **Authorization.** This Agreement is authorized by the Chief Procurement Officer via a Special Procurement Designation in accordance with Code Section 2-1191.1, which is attached as **Exhibit C**.

¹ For purposes of this provision, authorized changes to an item in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

4. Services.

- 4.1. Description of Services. City desires to obtain from Service Provider the services described generally on **Exhibit A** attached, and if applicable, as may be further described on any and all work orders issued by the City pursuant to Section entitled "Task Orders" below (individually, a "Task Order" and, collectively, the "Task Orders") (the "Services").
- 4.2. Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high-quality working and performing order.
- 4.3. Quantity of Services. City makes no representations or warranties about the quantity of Services that will be requested or Charges that will be paid under this Agreement. Any quantity of Services or amount of Charges set forth in this Agreement are estimates only.

5. Funding.

- 5.1 The total amount of payments by City under this Agreement shall not exceed Eighty Five Thousand and Six Hundred Dollars and Zero Cents (\$85,600.00) during the term of this Agreement (the "Maximum Payment Amount").
- 5.2 In addition, in the event Task Orders are applicable, each Task Order shall specify a maximum payment amount (the "Task Order Maximum Payment Amount") applicable to the Services to be performed under such Task Order.

6. Task Orders.

- 6.1. Task Orders under this Agreement may be issued by City without further legislative approval under Code Section 2-1111, if the legislation authorizing this Agreement provides for such issuance. In such circumstances, the Task Order may be executed by City's Chief Procurement Officer, head of the affected Using Agency or other appropriate designee on behalf of City. City, at its sole discretion, may unilaterally issue Task Orders for Services for which Charges are established in this Agreement. Service Provider shall promptly proceed with the Services set forth in any such Task Order. If City solicits a proposal from Service Provider for a Task Order, Service Provider shall submit its proposal with a Task Order containing all the necessary terms and executed by Service Provider. Task Orders may be executed or issued during the Term of this Agreement that contain a Service performance period that extends beyond the Term. No Task Order may be executed or issued under this Agreement subsequent to the expiration or termination of the Term.
- 6.2. Each Task Order will include the following: (a) a reference to this Agreement; (b) the Task Order Commencement Date and, if applicable, the period of time during which the Services will be provided; (c) a description of the Services to be provided; (d) the amounts payable and payment schedule for the Services; and (e) any additional provisions applicable to the Services. No Task Order will become effective until it has been executed by an authorized representative of Service Provider and City. If any services to be performed are not specifically included in a Task Order, but are reasonably necessary to accomplish the purpose of the Task Order, they will be deemed to be implied in the scope of the Services for that Task Order to the same extent as if specifically described in such Task Order.

7. Change Documents.

- 7.1. This section will govern changes to the Agreement, or any Task Order issued under the Agreement, whether such changes involve an increase in the Annual Maximum Payment Amount or not. Changes in Services or other aspect of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").² All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.
- 7.2. Potential Change Documents that may be issued concerning this Agreement or any Task Order issued under this Agreement include, but are not limited to:
- (a) Change Documents to the Agreement involving an increase to the Annual Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;
 - (b) Change Documents to the Agreement or any Task Order issued under the Agreement involving no increase to the Annual Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount or any Task Order Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and
 - (c) Unilateral Change Documents to the Agreement or any Task Order issued under the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Annual Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount or any Task Order Maximum Payment Amount.
- 7.3. Change Documents that do not involve an increase in the Annual Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by the City.
- 7.4. City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Service Provider shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.
- 7.5. Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement or any Task Order issued under the Agreement.
- 7.6. Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an

² Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.)

authorized representative of City.

7.6.1. City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Annual Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

7.7. **Suspension of Services.** City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

8. City's Authorized Representative.

8.1. **Designation and Authority.** City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

8.2. **City's Right to Review and Reject.** Any Work Product, Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Work Product, Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Work Product, Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

9. Payment Procedures.

9.1. **General.** City will not be obligated to pay Service Provider any amount in addition to the Charges set forth in an applicable Task Order for Service Provider's provision of the Service/ personnel hourly rates, reimbursable expenses and other compensable items under this Agreement and issued Task Orders are set forth on **Exhibit A.1 Compensation**.

9.2. **Invoices.** Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with the applicable Task Order. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth in a Task Order, Service

Provider shall invoice City monthly for Services rendered.

- 9.3. Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.
- 9.4. Maximum Amount. City shall not be obligated to pay any amount in excess of the Annual Maximum Payment Amount for all Services under all Task Orders, nor shall City be obligated to pay any amount in excess of a Task Order Maximum Payment Amount.
- 9.5. Payment. Unless otherwise specified in Exhibit A or Exhibit A.1 as applicable, City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided in the Task Order, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.
- 9.6. Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.
- 9.7. No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.
10. **Service Provider Representations and Warranties.** As of the Effective Date and continuing throughout the Term and any subsequent Task Order performance period, Service Provider warrants to City that:
 - 10.1. Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement, or the provision of Services by Service Provider is pending or threatened.
 - 10.2. Validity of Agreement. This Agreement has been duly and validly executed and delivered by Service Provider and constitutes the valid and binding obligation of Service Provider, enforceable in accordance with its terms.
 - 10.3. Professional Standards. The Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the Services.

10.4. Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents, including the relevant Task Order.

10.5. Intellectual Property Rights. None of the processes or procedures utilized by Service Provider to fulfill its obligations hereunder, nor any of the materials and methodologies used by Service Provider in fulfilling its obligations hereunder, nor any of the Services or Work Product shall infringe any Third Party's Intellectual Property Rights or privacy, publicity or other rights.

10.6. Contingent Fees Prohibited. Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working for Service Provider, to solicit or secure this Agreement; and that Service Provider has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for Service Provider, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the above warranty, and upon a finding after notice and hearing, the City shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the Agreement, or otherwise recover the full amount of, such fee, commission, percentage, gift or consideration.

11. Compliance with Laws.

11.1. General. Service Provider will perform the Services in compliance with all Applicable Laws.

11.2. City's Socio-Economic Programs. Service Provider shall comply with any and all applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

11.3. Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

12. Reserved.

13. Data Security.

13.1 To the extent that Service Provider accesses or processes any data received from or on behalf of City in the course of provision of the obligations under this Agreement, Service Provider shall at all times:

- (a) act only on the instructions of City;
- (b) not transfer the data to another party without City's prior written consent;
- (c) have in place appropriate technical and organizational security measures against unauthorized or unlawful processing, loss, destruction, damage of such data;
- (d) immediately notify City upon any breach, potential breach, or unauthorized access to data;
- (e) immediately notify City of any requests for information, complaints, or other communications received from any governmental agency regarding data; and
- (f) upon City's request, facilitate City's interaction with governmental agencies.

13.2. **Information Security Program.** Service Provider has an established written information security program (“ISP”) containing appropriate administrative, technical and physical measures to protect City data (including Personal Information) against accidental or unlawful destruction, alteration, unauthorized disclosure or access consistent with applicable laws.

13.3. **Data Security Incident.**

13.3.1. Notification. If Service Provider becomes aware of a security breach (as defined in any Applicable Law) or any other event that compromises the security, confidentiality or integrity of City’s Personal Information (an “Incident”), Service Provider will take appropriate actions to contain, investigate and mitigate the Incident. Service Provider shall notify City of an Incident as soon as reasonably possible, but in no event later than 72 hours.

13.3.2. Other Service Provider Obligations. In the event that an Incident is the result of the failure of Service Provider to comply with the terms of this Agreement, Service Provider shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of: (a) notifying affected individuals, insureds, or others the City deems appropriate, provided that Service Provider and City shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements; (b) establishment of a call center or other communications procedures in response to such Incident (e.g., customer service FAQs, talking points and training); (c) public relations and other similar crisis management services; (d) legal and accounting fees and expenses; and (e) one year of credit monitoring to affected individuals. The foregoing obligations shall not be limited in any way by any limitation of liability under this Agreement, nor shall any amounts paid or incurred under this section count towards or be applied to any cap or other limitation on damages.

13.4. Service Provider shall comply with City Code of Ordinances Section 2-232.1, the City’s IT Security Policies attached hereto as **Exhibit D**, and any additional City policies regarding the access, use, storage of data and other sensitive security information stored, maintained, or otherwise owned by the City and shall ensure that all employees, subcontractors, agents, and partners comply and adhere to the same.

14. **Business Continuity; Disaster Recovery.** Throughout the Term, Service Provider shall maintain a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

15. **Confidential Information.**

15.1. **General.** Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration of termination of this Agreement; provided, however, that each Party’s obligations for the other Party’s Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

15.2 **Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information.** Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other

requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclosure, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information, but the other Party does not.

16. Work Product. The Parties do not contemplate Service Provider creating Work Product pursuant to this Agreement. However, in the event the Parties otherwise mutually agree at a later date, Service Provider shall comply with this Section 16 as follows:

- 16.1 To the extent applicable, and except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Service Provider or any of its Service Providers exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Service Provider's works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Service Provider grants the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.
- 16.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.
- 16.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.
- 16.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider may not originally vest in City by operation of Applicable Law, Service Provider shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.
- 16.5 Without any additional cost to City, Service Provider shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section

and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

- 16.6 For the avoidance of any doubt, this Section 16 does not apply to any reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents made generally available by Service Provider across its customer base and not prepared or authorized by Service Provider exclusively for the City under this Agreement.

17. Audit and Inspection Right.

- 17.1 Service Provider shall maintain complete and accurate books, records and accounts to support and document performance under this Agreement ("**Service Provider Records**") by Service Provider, or Service Provider's employees, agents, representatives and/or subcontractors performing Service under this Agreement (collectively, "**Service Provider Personnel**"). Service Provider shall keep, at no additional cost to City, in a reasonably accessible location, all such Service Provider Records for a period of seven (7) years after expiration of this Agreement or as required by law, if longer. The Service Provider Records may be inspected, audited and copied by City or City Representatives during normal business hours and at such reasonable times as City and Service Provider may determine. If any audit or inspection of Charges or Service Provider's performance, including the performance of any Service Provider Personnel reveal that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one and one-half percent (1.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.
- 17.2. Upon City's request, Service Provider shall provide a copy of the latest operations audit for Facilities not managed by City that are used to provide services under this Agreement. Each report shall cover a twelve (12) month period during the Term. Such audits may be on a rotating site basis where operations and procedures of Service Provider and Service Provider Personnel comply in all aspects of this Agreement. Service Provider shall provide City with a copy of each report prepared in connection with each such audit within thirty (30) days after it prepares or receives such report. City may consult with all Third Party auditors and review Third Party audit reports for any reviews which were conducted and are relevant to the services.
- 17.3. During regular business hours, but no more frequently than once every twelve (12) months, City may, at its sole expense, perform an audit of Service Provider's operations which shall not be duplicative of any other audits required by this Agreement. Such audits shall be conducted on a mutually agreed upon date (which shall be not more than thirty (30) Business Days after City's written request of time, location and duration), subject to reasonable postponement by Service Provider or Service Provider Personnel upon Service Provider or Service Provider Personnel's request, provided however, that no such postponement shall exceed thirty (30) Business Days, unless agreed to in writing by the Parties. Service Provider or Service Provider Personnel shall provide City with a copy of each report prepared in connection with any such audit within thirty (30) calendar days after Service Provider or Service Provider Personnel receives such report. Service Provider or Service Provider Personnel shall promptly act at its expense to correct those matters or items identified in any such audit that require correction.
- 17.4. Upon written notice and at a mutually acceptable time, City or City Representatives may audit, test and inspect: (i) Service Provider's ISP; (ii) Service Provider's Facilities; (iii) Service Provider's Business Continuity and Disaster Recovery Plans; and, (iv) Service Provider Personnel locations, as well as other Service Provider resources, including systems equipment, operational environments, support locations, recovery processes, data centers, backup locations and call centers used to provide services under this Agreement. This Information Security

Audit is in addition to other audit rights granted herein. Service Provider or Service Provider Personnel shall promptly take action at its expense to correct all issues identified by an Information Security Audit that City, in its reasonable discretion, identifies as requiring correction. Service Provider shall ensure that all Service Provider Personnel maintain adequate policies, procedures and controls designed to ensure that such Service Provider Personnel will protect City Confidential Information in the same manner that Service Provider is required to protect City Confidential Information under this Agreement. Upon the request of City, Service Provider shall deliver to City such information as may be reasonably requested by City related to Service Provider's oversight of any Service Provider Personnel, including any findings by Service Provider that any Service Provider Personnel is not in compliance with the information security requirements set forth in this Agreement.

- 17.5. Service Provider shall provide annually at its expense its most recent AICPA Service Organization Control (SOC) Service Auditor's Reports (or any successor reports thereto) pertaining to the service obligations of Service Provider under this Agreement and covering the most recent consecutive twelve (12) month period during the Term. Service Provider shall provide City a copy of each report within thirty (30) calendar days after Service Provider receives such report. Additionally, Service Provider shall provide City with a copy of Service Provider's ISO reports or other similar reports, if any. Service Provider shall inform City of any internal auditing capability it possesses and permit City to consult with such auditors at reasonable times.

18. Indemnification by Service Provider.

- 18.1. General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:
- (a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;
 - (b) compensation or benefits of any kind, by or on behalf of Service Provider or Service Provider Personnel, claiming an employment or other relationship with Service Provider or such Service Provider Personnel (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider or Service Provider Personnel);
 - (c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;
 - (d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and
 - (e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

18.2. Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the processes, procedures, Work Product, materials and methodologies used by Service Provider or any key subcontract, or City's use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or Services provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such processes, procedures, Work Product, materials, methodologies or Services; (B) replace such processes, procedures, Work Product, materials, methodologies or Services with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such processes, procedures, Work Product, materials, methodologies or Services, or have such processes, procedures, Work Product, materials, methodologies or Services modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the processes, procedures, Work Product, materials, methodologies or Services; or (D) create a feasible workaround that would not have any adverse impact on City.

19. Limitation of Liability.

19.1. City's Liability. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT.

19.2. Service Provider's Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 19 AND TO THE EXTENT ALLOWED BY LAW, SERVICE PROVIDER'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY LOSS, DAMAGE, OR CLAIM SHALL BE LIMITED TO TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00).

19.3. Damages. EXCEPT FOR SERVICE PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED "INDEMNIFICATION BY SERVICE PROVIDER" AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY SERVICE PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19.4. Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; (b) any claim for infringement of intellectual property; (c) any breach of the Section entitled "**Confidential Information**"; or (d) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

20. Insurance and Bonding Requirements. Service Provider shall comply with the insurance and bonding requirements set forth on Appendix B.

21. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

22. Termination.

22.1. Termination by City for Cause. City may at its option, by giving written notice to Service Provider, terminate this Agreement or any Task Order:

- (a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;
- (b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within thirty (30) days;
- (c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or
- (d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

22.2. Transition Services. Upon the expiration or termination of this Agreement for any reason, Service Provider shall cooperate with City and shall assist City in the orderly, uninterrupted transfer and migration of the Services to City or another service provider (hereinafter "Transitional Services"). The Transitional Services shall include assistance in the orderly migration of City Data in such media or format(s) requested by or on behalf of City. The quality of the Services and Service Provider's performance of its obligations hereunder shall not be degraded during the Transitional Services period. The Parties agree to work together in good faith to complete the Transitional Services as soon as reasonably practical and no later than ninety (90) days following the expiration of the Agreement or earlier termination. As part of the Transitional Services provided, Provider shall provide such information as City may reasonably request relating to the Services. Provider shall not charge any additional fees or expenses for the Transitional Services, provided that City will pay all Charges incurred during the Transitional Services period for the Services in accordance with Exhibit A.1 of this Agreement. The Term of this Agreement shall not be deemed to have expired or terminated until the Transitional Services are complete. At the end of the Transitional Services period, each Party will promptly return to the other all Confidential Information of other Party, and all copies thereof in every form (including on storage media) in its possession or control.

22.3. Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to

effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

- 22.4. Termination by City for Convenience. At any time during the Term of this Agreement or any issued Task Order, City may terminate this Agreement or the Task Order for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City. Upon termination of the Agreement pursuant to this Section 22.4, Service Provider shall not be required to issue a refund for Services properly provided prior to termination pursuant to this Section.
- 22.5 Termination for Lack of Appropriations. If, during any year of this Agreement, legislation establishing an Annual Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the Term for which an Annual Maximum Payment Amount has been legislatively authorized; provided, however, that Task Orders funded out of a previously legislatively authorized Annual Maximum Payment Amount may continue beyond such termination date.
- 22.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

23. Dispute Resolution.

- 23.1 All disputes under the Contract Documents or concerning Services shall be resolved under this Section and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement or any Task Order in dispute is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

23.2. Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

23.3. Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

23.4. Equitable Remedies. The Parties agree that, notwithstanding the provisions of this Section, due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the **Section titled "Confidential Information"**, which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

24. Ethics in Contracting.

24.1. Prohibition against Contracting with Predatory or High Cost Lenders. By execution of this Agreement, Service Provider, or its authorized agent, certifies, under penalty of perjury, that this Agreement is made by a person or business entity that is neither a predatory lender nor a high cost lender, nor is Service Provider an Affiliate of a predatory lender or a high cost lender, as defined by City Code of Ordinances §58-102. The undersigned Service Provider, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Service Provider.

24.2. Fraud and Misrepresentation. Any written or oral information provided by Service Provider, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. Service Provider agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Service Provider further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. Service Provider agrees to place signage provided by the City regarding the Integrity Line at the location to which Service Provider employees report to perform the services required by this Agreement. Service Provider acknowledges and agrees that a finding of fraud or other impropriety on the part of Service Provider or any Service Provider Personnel may result in suspension or debarment of Service Provider; and the City may pursue any other actions or remedies that the City may deem appropriate. Service Provider agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

24.3. Labor Trafficking Prohibitions.

24.3.1. Pursuant to O.C.G.A. §16-5-46, Service Provider agrees that Service Provider, its employees, directors, officers, owners, subcontractors, vendors, suppliers, agents and affiliates shall not engage in Human Trafficking including, but not limited to: (a) using forced labor, (b) engaging in misleading or fraudulent recruitment practices, (c) charging recruitment fees, (d) destroying, concealing, confiscating, or otherwise denying employee access to the employee's identification documents, (f)

failing to provide an employment agreement (if required) in an employee's native tongue and prior to the employee's departure from his/her place of origin. Service Provider agrees to cooperate fully with and provide reasonable access to any agency or governmental authority conducting investigations into actual or alleged violations of this section, self-report activities that are inconsistent with or otherwise violate the provisions of this section or any other applicable law or regulation.

- 24.3.2. Service Provider agrees that Service Provider, its subcontractors, vendors and suppliers shall create and post a formal compliance plan at (a) at any and all locations at which Service Provider engages in business and/or locations at which Service Provider may have employees on site and/or (b) on any website owned by or maintained for the benefit of Service Provider. Service Provider agrees to maintain a formal compliance plan including, as appropriate an employee awareness program about United States and State of Georgia anti-trafficking policy and preventative procedures. Each contractor and subcontractor must formally certify it has a compliance plan in place, due diligence was conducted, the absence of misconduct, and that, if misconduct was observed, that appropriate remediation and referral actions were taken.
- 24.3.3. Any violation of the provisions contained herein, in whole or in part, may result in (a) suspension of this Agreement and/or any other existing agreements with Service Provider and/or any current or future payments or compensation required pursuant to this Agreement, (b) termination of this Contract or any existing, pending or future agreements with Service Provider, (c) debarment, as defined under 48 C.F.R. 9.406-2, City of Atlanta Code of Ordinances Section 2-1623 and/or (d) any other claims, actions, remedies, judgments, fees or costs as allowed in accordance with any Applicable law, now or hereafter in effect.
- 24.4. Illegal Immigration Reform and Enforcement Act. For the entire Term of this Agreement, Service Provider must comply with the Illegal Immigration Reform and Enforcement Act of 2011 ("Act") (O.C.G.A. §13-10-90 *et seq.*), as it may be amended from time to time, including but not limited to, obtaining affidavits from Contractor's subcontractors and sub-subcontractors demonstrating their participation in the E-Verify Program for the duration of their contract with Service Provider. Service Provider shall further include the obligation to obtain affidavits demonstrating E-Verify participation in its subcontracts with all of Contractor's subcontractors and sub-subcontractors that perform all or part of the services in this Agreement. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.
- 24.5. Gratuities and Kickbacks. In accordance with the City Code of Ordinances, §2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal there for. Additionally, it shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

24.6. City Equal Employment Opportunity (EEO) Provision. Service Provider shall comply with City Code of Ordinances §§2-1200 and 2-1414 as follows during the performance of the Agreement:

- 24.6.1 Service Provider shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following: Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. Service Provider agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.
- 24.6.2 Service Provider shall, in all solicitations or advertisements for employees, placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- 24.6.3 Service Provider shall send to each labor union or representative of workers with which Service Provider may have a collective bargaining Agreement or other contract or understanding a notice advising the labor union or workers' representative of Service Provider's commitments under the equal employment opportunity program of the City and under the City Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Service Provider shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- 24.6.4 Service Provider shall furnish all information and reports required by the contract compliance officer pursuant to the City Code of Ordinances, and shall permit access to the books, records, and accounts of Service Provider during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- 24.6.5 Service Provider shall take such action with respect to any subcontractor Provider as the city may direct as a means of enforcing the provisions of the EEO provisions herein, including penalties and sanctions for noncompliance; provided, however, that in the event Service Provider becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, Service Provider or the city may request the United States to enter into such litigation to protect the interests of the United States.
- 24.6.6 Service Provider and its subcontractor Providers, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of Service Provider and its subcontractor Providers.

- 24.6.7 Service Provider shall include these EEO provisions in every subcontract or purchase order so that such provisions will be binding upon each subcontractor Provider or vendor.
- 24.6.8 A finding, as hereinafter provided, that a refusal by Service Provider or subcontractor Provider to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
 - 24.6.8.1 Withholding from Service Provider in violation all future payments under the involved contract until it is determined that Service Provider or subcontractor Provider is in compliance with the provisions of the contract;
 - 24.6.8.2 Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as Service Provider or subcontractor Provider demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
 - 24.6.8.3 Cancellation of the public contract; or
 - 24.6.8.4 In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Service Providers, subcontractor Providers or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

25. Federal Required Clauses.

A. Federal Equal Employment Opportunity (EEO) Provision. During the performance of the Agreement and in addition to compliance with the City Equal Employment Opportunity (EEO) Provision of this Agreement, Service Provider agrees to comply with Executive Order No. 11246, as amended and as supplemented by U.S. Department of Labor regulations (41 CFR, Part 60-1, et seq.), which require that the Service Provider not discriminate based on race, creed, color, religion, national origin, sex, or age in the performance of this Agreement. Service Provider must include the provisions of this paragraph in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor. Service Provider further agrees not to discriminate in educational programs and activities relating to this Agreement based on race, color, religion, gender, national origin, age or disability.

B. Clean Air Act.

- (1) The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Service Provider agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency (EPA) Regional Office.

- (3) The Service Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

C. Federal Water Pollution Control Act.

- (1) The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Service Provider agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office.
- (3) The Service Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. Procurement of Recovered Materials.

- (1) In the performance of the Agreement, the Service Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - (i) competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - (ii) in accordance with the Agreement performance requirements; or
 - (iii) at a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

E. Access to Records. The following access to records requirements applies to the Agreement:

- (1) The Service Provider agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Service Provider which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Service Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Service Provider agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

F. Department of Homeland Security (DHS) Seal, Logo, and Flags. The Service Provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

G. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Service Provider, or any other party pertaining to any matter resulting from the Agreement.

H. Program Fraud and False or Fraudulent Statements or Related Acts. The Service Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider's actions pertaining to this Agreement.

26. General.

- 26.1. **Notices.** Any notices under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1900, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.
- 26.2. **Unauthorized Goods or Services.** In accordance with Code Section 2-1291, Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract or agreement that has not received proper legislative authorization or if the Service Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.
- 26.3. **Waiver.** Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.
- 26.4. **Assignment.** Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.
- 26.5. **Publicity.** Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

- 26.6. Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.
- 26.7. Non-Exclusivity. This Agreement is not exclusive. During the Term of this Agreement, the City reserves the right to select other Service Providers, Service Providers and suppliers to provide goods and services similar to goods and services provided by Service Provider or otherwise described in, provided for or anticipated in this Agreement.
- 26.8. Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.
- 26.9. No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.
- 26.10. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.
- 26.11. Independent Service Provider. Service Provider is an independent Service Provider of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.
- 26.12. Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.
- 26.13. Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.
- 26.14. Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING ADDITIONAL TERMS IN ITS INVOICES, OR OTHER BUSINESS FORMS, INCLUDING ANY SHRINK-WRAP, BROWSE-WRAP, CLICK-THROUGH, ACCEPTABLE USE POLICIES OR END USER LICENSE AGREEMENTS, IF ANY ("ADDITIONAL TERMS"), PROVIDED WITH THE PROVISION OF THE SERVICES, EVEN IF USE OF SUCH SERVICES REQUIRES AN AFFIRMATIVE "ACCEPTANCE" OF THOSE ADDITIONAL TERMS BEFORE ACCESS IS PERMITTED. ALL SUCH ADDITIONAL TERMS SHALL BE DEEMED FOR SERVICE PROVIDER'S INTERNAL ADMINISTRATIVE PURPOSES ONLY, ARE OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.
- 26.15. Specified Excuses for Delay or Nonperformance. Service Provider shall not be entitled to payment or compensation of any kind from the City for indirect, impact, or delay damages, including but not limited to costs of delay, disruption, interference, ripple effect, unforeseen site conditions, loss of anticipated profits, impact or hindrance from any cause whatsoever (collectively "Delay Damages"), whether such delay, disruption, interference, ripple effect,

unforeseen site conditions, impact or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Service Provider expressly waives and releases any Claim for Delay Damages and agrees that Service Provider's sole and exclusive remedy for any delay shall be an extension of time to perform the services agreed to in this Agreement.

- 26.16 Originality and Title to Concepts, Materials, and Goods Produced. If applicable, Service Provider represents and warrants that all the concepts, materials, goods and services produced, or provided to the City pursuant to the terms of the Agreement shall be wholly original with the Service Provider or that the Service Provider has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Service Provider represents and warrants that the concepts, materials, goods and services and the City's use of same and the exercise by the City of the rights granted by the Agreement shall not infringe upon any other work, other than material provided by the Agreement to the Service Provider to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Service Provider represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Agreement.
- 26.17 Counterpart Signatures. This Agreement may be signed in two or more counterparts by original, facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 26.18 Electronic Signatures. Pursuant to O.C.G.A. §10-12-7, the Agreement and its Contract Documents may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

[Signatures on the following page.]

The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

City of Atlanta

Flock Group, Inc.

DocuSigned by:
Jaideep Majumdar
02EC03BDEA03A424
Chief Procurement Officer

DocuSigned by:
Mark Smith
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Title: General Counsel

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Municipal Clerk (Seal)
A. Vanessa Waldon
Deputy Municipal Clerk

Approved:

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General Manager, Department of Aviation

Approved as to form:

DocuSigned by:
Krista Morrison
584B32C53E1DD4A3
Assistant City Attorney

EXHIBIT A
GENERAL SCOPE OF SERVICES

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SP-S-1230166, Flock License Plate Reader Equipment, Installation & Maintenance & Support Services at H-JAIA.

SCOPE OF SERVICES (Flock License Plate Reader)

The Atlanta Police Department is utilizing Flock Services within the City of Atlanta ("City"). The Airport Police Precinct seeks to provide consistency with the current automatic license plate reader detection services used within the City proper.

The Department of Aviation is unable to join the contract as an authorized user department because the equipment and services are provided through a donation from the Atlanta Police Foundation, adopted by City Council and approved per City Charter on 5/21/21.

In addition to consistency with City license plate reader detection, the Flock Group is the only local company that provides license plate readers powered by solar energy and the locations where the readers will be installed are not equipped with electricity.

To utilize a competitive bid process would require the City to enter into an agreement with Georgia Power to install electrical lines, significantly increasing the projects scope, timeline and budget.

The cost of services: This special procurement request cost of services with Flock Group Inc, shall not exceed amount of Eighty-Five Thousand Six Hundred Dollars and Zero Cents (\$85,600.00). The Special Procurement Authorization is for a period of two (2) years with two (2) renewal options for one (1) year.

Below, I outlined the typical SOW we have for our projects.

- Pre work scope of work
 - Receive PO
 - Finalize locations with Project Manager
 - Apply for permits (if necessary)
 - Call 811
 - Perform on site survey
 - Arrive on site for installation
- Day of work scope of work
 - Technician arrives on site with all equipment & tools
 - Digs 2-3' hole for pole placement
 - Installs pole
 - Pours concrete around pole to ensure security of pole
 - Installs solar panel at top of pole
 - Installs camera
 - Verifies camera angle is correct to capture license plates
 - Replaces grass around pole to ensure minimal disruption to landscaping

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Sole Source Letter for Flock Safety™ ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Vehicle Fingerprint Technology™:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
- Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Falcon Flex ties seamlessly into the Flock ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
 - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
 - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
 - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
 - Utilizes motion capture to start and stop recording without the need for a reflective plate
-

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- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
 - On device machine processing to limit LTE bandwidth consumption
 - Cloud storage of footage
 - Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to "opt-out" of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
5. Live Video Integration:
- Ability to apply computer vision to third-party cameras using Wing™ LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint technology offered on the Flock Safety Falcon™ ALPR cameras
 - Wing™ Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
 - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety's Wing™ Suite
 - Access Wing™ Replay to unlock enhanced situational awareness with 7-day footage retention, Hot List Live Video Instant Replay, and downloadable MP4
6. Partnerships:
- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
 - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety's Falcon cameras
 - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

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7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety

Flock Safety Tech Specs



License plate reading cameras that capture more evidence for your city.



Dual Solar Panels

- Voltage: 18-20V
- Weight: 25.73 lbs (with hardware)
- Length: 21.25"
- Width: 28"
- Mount: Pole top or side of existing pole

Pole

- DOT Breakaway Pole - 12' installed height
- Diameter: 2.875" OD, 2.125" ID
- Material: 6061 Aluminum with black coating
- Alloy: 6061
- Weight: 32 lbs

Camera

- Length: 8.75"
- Height: 5"
- Width: 2.875"
- Mounting: Adjustable band clamps
- Weight: 3lbs
- Footage: Uploads via integrated LTE
- Field of View: 15' wide, 65' distance
- Assembly: Flock Safety in Atlanta, GA

Install Anywhere



Solar &
Existing Pole



Solar &
Flock Pole



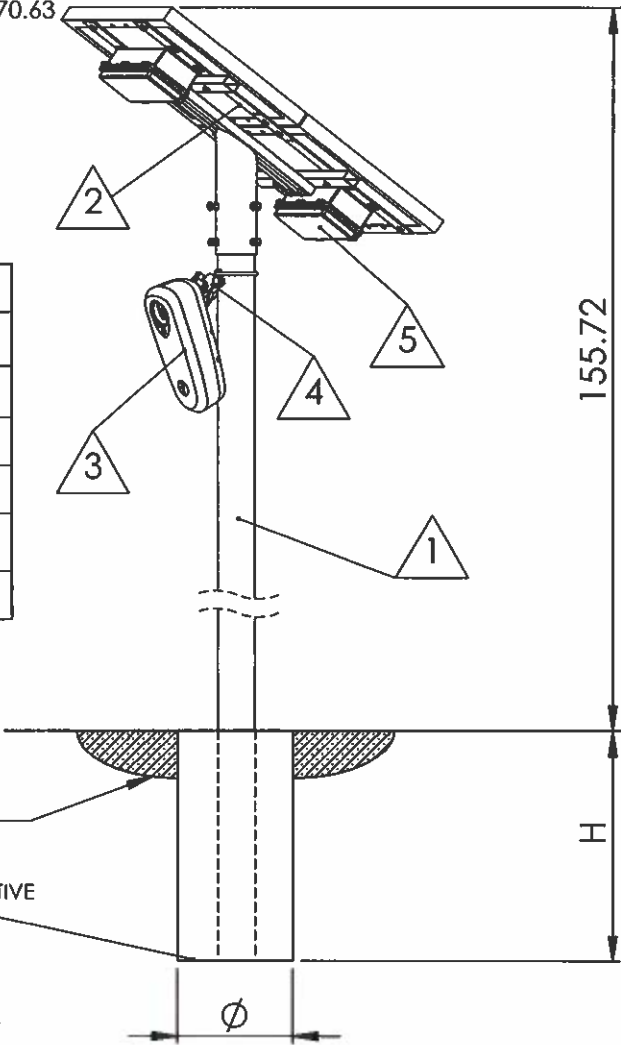
Electric &
Existing Pole

NOTES:

- 1
- POLE IS BREAKAWAY 2.875" (73mm) IN DIAMETER 6063-T52 ALUMINUM WITH WALL THICKNESS .203" (5.16mm) AS PER 12/6/2007 FHWA LETTER.
- 2
- THE PANEL ASSEMBLY MAY NOT EXCEED TWO BATTERY PACKS
3.
- MAX TOTAL WEIGHT OF ASSEMBLY IS 30.8 LBS (13970.63 GRAMS)

REVISION HISTORY			
REV.	DESCRIPTION	DATE	APPROVED
A	INITIAL DRAWING	10/26/2020	

BOM						
Item	Part Number	Part Name	QTY.	MASS (LB)	DIMENSIONS LxWxH (IN)	CROSS-SECTIONAL AREA (FT^2)
1	204-00029	14' BLACK 2-PIECE POLE	1	17	2.9 x 2.9 x 168.0	3.0 (2' FOUNDATION)
2	701-00116	Double Panel - Top Mount	1		21.3 x 28.3 x 10.5	2.1
3	701-0059	Flock Safety Camera	1	3.6	3.3 x 4.3 x 10.5	.3
4	702-0007	RAM Ball Mount & Adapter	1	1.4	N/A	N/A
5	701-00011	Battery Pack	2	4.4	2.8 x 3.9 x 10.8	N/A



FOUNDATION SPECIFICATIONS				
TYPE	V_MAX (MPH)	CAISSON Ø (IN)	CAISSON H (IN)	SOLAR PANEL ELEVATION FROM GRADE (FT MAX)
1*	85	8	24	12
2	110	12	30	12
3	130	12	36	12
4	160	16	48	12

* STANDARD INSTALLATION SPECIFICATIONS

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF FLOCK SAFETY. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF FLOCK SAFETY IS PROHIBITED.

DIMENSIONS ARE IN INCHES

TOLERANCES:

FRACTIONAL: $\pm 1/16$

ANGULAR: $X.X \pm 3^\circ$ $X.XX \pm 1^\circ$

DECIMAL: $X.X \pm .02$ $X.XX \pm .01$ $X.XXX \pm .005$

MATERIAL

FINISH

NEXT ASSY

USED ON

APPLICATION

NAME

DATE

DRAWN

CHECKED

ENG APPR.

MFG APPR.

Q.A.

COMMENTS:

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TOP POLE MOUNT - DOUBLE SOLAR PANEL WITH 2 EXTERNAL BATTERIES

SIZE A

DWG. NO. 905-00005

SCALE: 1:20

REV. A

SHEET 1 OF 1

DO NOT SCALE DRAWING

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Customer Implementation Guide: Law Enforcement

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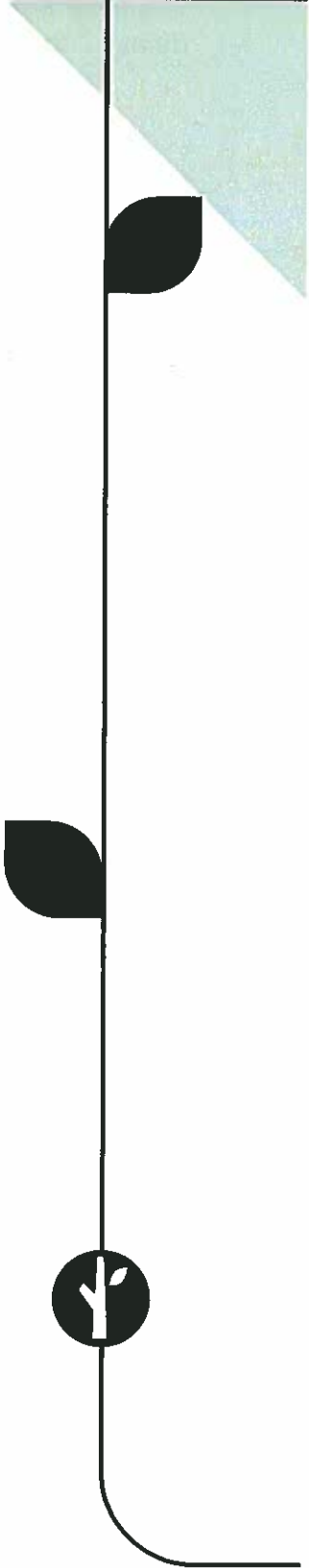
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Professional Services Fee Schedule 17

Billing 18

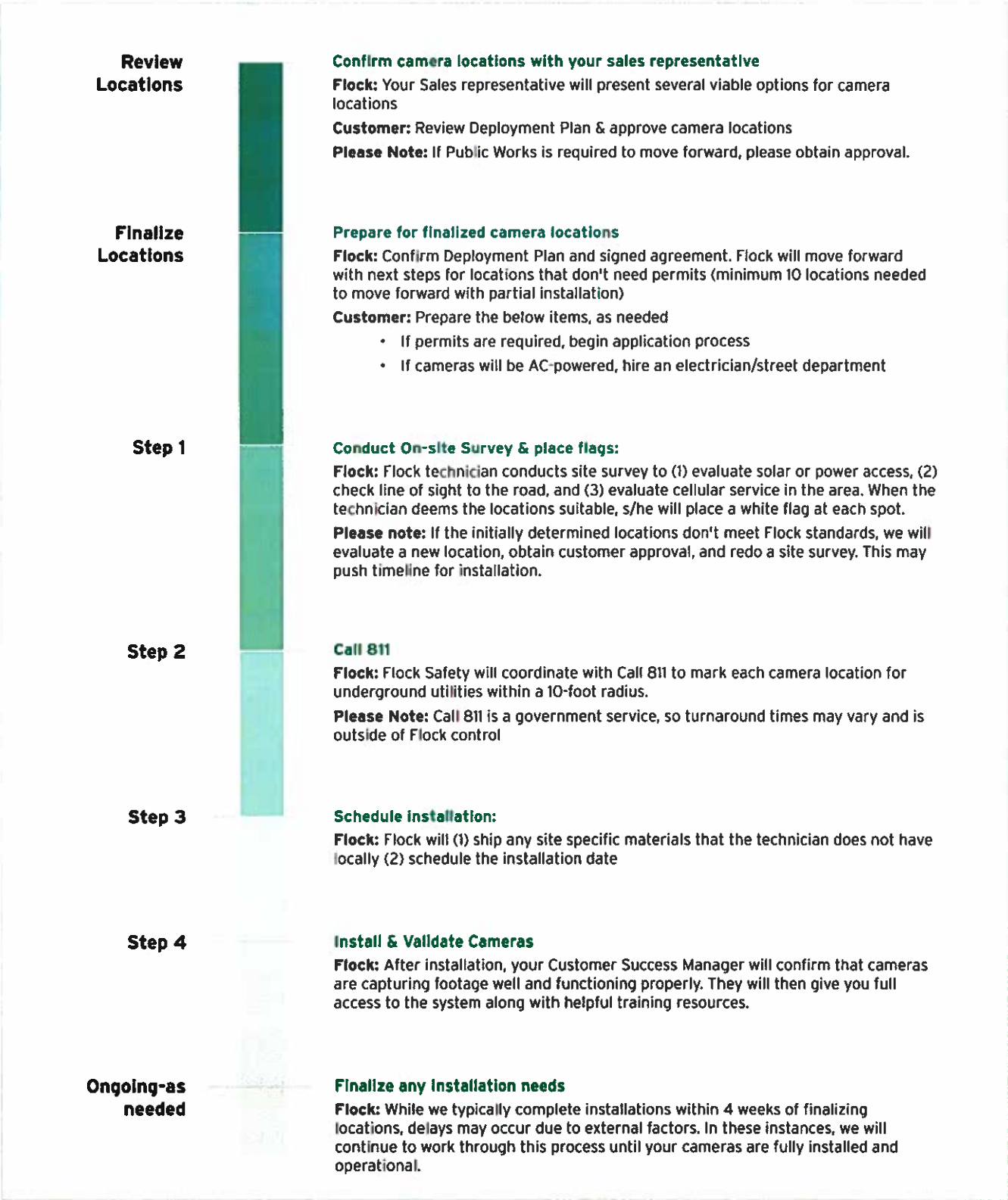
Help Center 19

Customer Support 19



Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



Implementation Team

Implementation Team	How they will support you
Project Manager 	Your Project Manager is your primary contact during camera installation. • Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.
Field Operations Team 	• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product. • They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location. • *Note*: For all Installation questions or concerns, please always direct them to your Customer Success Manager and not the technician.
Product Implementation Specialist 	Your Product Implementation Specialist is your technical product expert. They will help translate your goal for using Flock Safety cameras into a technical plan that can be executed and enable you to solve crime. Your specialist will work your Sales Rep to: • Review the cameras in your deployment • Ensure that the deployment plan is set up for success from a technological standpoint in addition to meeting your goals for the product • If any of your locations require permits, a member of the Product Implementation team will assist you in packaging your application(s).



Relationship Team	How they will support you
Customer Success Manager 	Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer. While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system. Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to: • Set up Account Training • Understand benefits of features • Learning best practices for getting relevant data • Identifying opportunities to expand the security network in your area • Provide feedback on your partnership with Flock
Flock Safety Support 	The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com. Support can help you: • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick "How to" questions in your Flock Account

Please Note: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

Outside Party	When they may be involved
Electrician/ Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

Implementation Service brief: Standard VS Advanced

Standard Implementation

Cost = \$350 / camera (one time cost)

Included in scope:

Once Designated Locations are confirmed, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
 - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - *Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements ([link](#)). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.*
 - Access requiring up to a 14' A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Not included in scope:

Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Cannot NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required City, County, or State permits

Advanced Implementation

Cost = \$750 / camera (one time cost)

Included in scope: Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
 - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion) or **NCHRP 350 or MASH approved pole**, if necessary.
 - **Pole Options - Northern and Coastal**
 - **Pole Options - Non-Winterized, Non-Coastal**
 - **Pole Options - Georgia**
 - **Pole Options - Texas**
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements ([link](#)). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Not included in scope:

By default, Flock does **not** include the following as part of the Advanced Implementation Service but can optionally provide a quote for sourcing (additional cost):

- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)

Any fees or costs associated with filing for required City, County, or State permits



Things to Consider when Picking Locations

Falcon Cameras

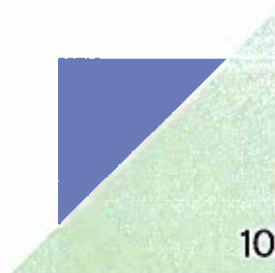
- Use Cases
 - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection to prevent stop and go motion activation or "stop and go" traffic.
- Mounting
 - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles. ****NOTE**** *Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.*
 - They should be mounted one per pole*. If using AC power, they can be mounted 2 per pole.
 - *Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
 - They can be powered with solar panels or direct wire-in AC Power (no outlets). ****NOTE**** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.
 - They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

Solar Panels

- Solar panels need unobstructed southern-facing views.

Pole

- If a location requires a "DOT Pole" (i.e., not Flock standard pole), the implementation cost will be \$750/camera.



Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

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Let's defeat crime together

Don't Let Access to Solar Limit Your Power Needs

The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.



- Easy to Use Install Power Kit**
- Work with Local Electricians**
- Efficient Quote & Installation Process**



How to Get Started with a Powered Install

- 1. Create a Deployment Plan**
Work with Flock to select the best location(s) for your cameras and power sources.
- 2. Acquire an Electrical Quote**
Contact an electrician to receive a quote to run 120volt AC power to the camera.
- 3. Sign Flock Safety Agreement**
Sign the Flock Safety purchase order to begin the installation of the cameras.
- 4. Conduct Site Survey**
Flock will mark camera locations, locate underground utilities and mark if present.
- 5. Install Camera**
Flock will install the camera and AC power kit at the specified camera location.
- 6. Connect Camera to Power**
Notify the electrician that the camera is ready for the power connection installation.

www.flocksafety.com | 866-901-1781

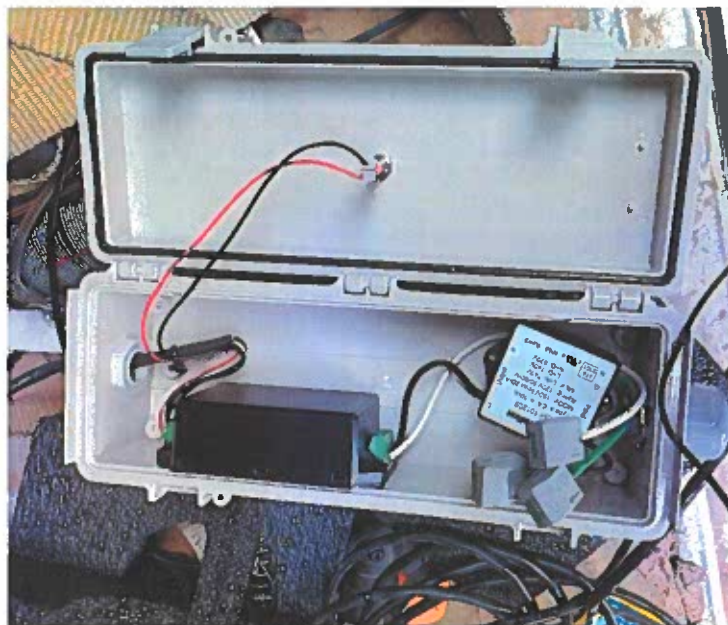
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Visit flocksafety.com/power-install for the complete plan, FAQs & to get started!

Electrician Handout

Electrician Installation Steps

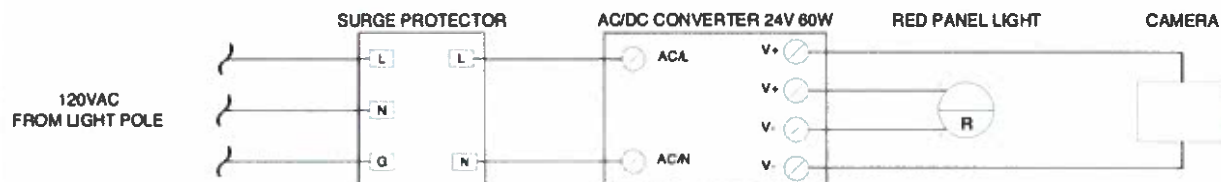
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
 - Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



FAQs about AC-Powered Flock Cameras

- **What voltage is supported?** The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.
- **How much power does this consume?** Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.
- **Who is responsible for contracting the electrician?** The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.
- **Who is responsible for maintenance?** Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.
 - If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.
- **How much does it cost?** Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.
- **What information do I need to provide my electrician?** The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.
- **Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.
- **How long does this process typically take?** The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.
- **What kind of electrician should I look for?** Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.
- **What happens if the electrician damages the equipment?** The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

- **When should the electrician perform his work?** Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.
- **What if my electrician has questions about Flock's AC Kit?** You should share the **AC-Power Kit Details** packet with the electrician if they have questions.
- **What if the AC power is on a timer?** Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.



Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What is covered by Flock	What is NOT covered by Flock	Special note
Flock Cameras & Online Platform	Traffic Control and any associated costs	
Mounting Poles	*DOT Approved Pole cost Electrician & ongoing electrical costs	
AC Power Kit (as needed)	Engineering Drawings	
Solar Panels (as needed)	Relocation Fees	<i>Excluding changes during initial installation</i>
Site Surveys and Call 811 Scheduling	Contractor licensing fees	
Installation Labor Costs	Permit application processing fees	
Customer Support / Training	Specialist mounting equipment	<i>Including, but not limited to, **MASH poles or adapters</i>
Cellular Data Coverage	Bucket trucks	
Maintenance Fees (review Fees Sheet for more details)	Loss, theft, damage to Flock equipment	
Data storage for 30 days	Camera downtime due to power outage	<i>Only applicable for AC-powered cameras</i>

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$750/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**. Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process. When Flock Safety customers manage the permitting processes, results tend to come more quickly.
- Can your agency own the permitting process with Flock Safety's assistance?

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
 - Note: A bucket truck is required if the height exceeds 15 feet tall.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit? ([Link](#))
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?**
 - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- **If full traffic control is required (cones, arrow boards, etc.):**
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?

- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department

Professional Services Fee Schedule

- Camera relocation, existing pole non-AC powered = \$350
- Camera relocation, Flock pole and/or AC powered = \$750
- Camera replacement as a result of vandalism, theft, or damage = \$500
- Pole replacement as a result of vandalism, theft, or damage = \$500
- Trip charge = \$350
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage

Billing

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee, and any fee for Hardware (as described on the Order Form, together with the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees. The Agency shall pay on or before the 30th day following receipt of the invoice.

Upon completion of installation, Flock will issue an invoice for the remaining balance, and Agency shall pay on or before the 30th day following receipt of the final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the anniversary of the Effective Date.

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon first installation and validation of a Unit. Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a "**Renewal Term**," and together with the Initial Term, the "**Service Term**") unless either party gives the other party notice of non-renewal at least thirty (30) days before the end of the then-current term.



Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

How do I search camera footage?

How do I add a user?

How do I add a vehicle to my own Hot List?

How do I enable browser notifications for Hot List alerts?

How do I get text alerts for Hot List?

How do I request camera access from other nearby agencies?

How do I use the National Lookup to search for a plate? (*National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches*)

How do I reset my / another user's password?

Customer Support

You can reach our customer support team anytime by emailing **support@flocksafety.com**. They can help answer any "How-To" questions you may have.



EXHIBIT A.1
COMPENSATION



Created Date: 09/12/2022

Expiration Date: 10/07/2022

Quote Number: Q-04178

Prepared By: Frank Danihel

Phone: 708-372-5497

Email: frank.danihel@flocksafety.com

Address Information

Bill To:

55 Trinity Ave Sw
Atlanta, Georgia 30303

Ship To:

55 Trinity Ave Sw
Atlanta, Georgia 30303

Billing Company Name: GA - City of Atlanta

Billing Phone: 404-382-1911

Billing Contact Name: Kelley Collier

Billing Fax:

Billing Email Address: kcollier@atlantaga.go

Terms and Conditions

Contract Start Date: 09/30/2022

Billing Method: Net 30

Subscription Term: 24

Billing Frequency: 100% Year 1 Upfront

Services

Product	Description	List Price	Sales Price	Quantity	Total Price
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Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.	\$5,000.00	\$5,000.00	16.00	\$80,000.00
Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	\$350.00	\$350.00	16.00	\$5,600.00

Total Price: \$85,600.00

Estimated Tax: \$0.00

Recurring Total: \$40,000.00

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice – this document is a non-binding proposal for providing informational purposes only. Pricing is subject to change. This proposal shall be valid until the documented expiration date.

EXHIBIT A.2
TASK ORDERS (N/A)

EXHIBIT B
DEFINITIONS

DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

“Applicable Law(s)” means all federal, state or local statutes laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of an kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement or any Task Order.

“Charges” means the amounts payable by City to Service Provider under this Agreement and any applicable Task Order.

“City Security Policies” means the policies set forth in **Exhibit D**.

“Confidential Information” means all information, including, but not limited to, business or financial information, plans, strategies, forecasts, forecast assumptions, proprietary business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to a Party’s past, present or future business activities or operations, now known or later discovered or obtained by a Party from any source in connection with this Agreement, including: (i) all information of a Party to which the other has had or will have access; (ii) all information of a Third Party, including customers and suppliers; (iii) all information entered or to be entered into software or equipment by or on behalf of a Party, as well information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by equipment or software; and (iv) all information whose disclosure is exempted or restricted under Applicable Law, including Personal Information. Confidential Information does not include information: (a) subject to public disclosure under Applicable Law such as the Georgia Open Records Act or the Federal Freedom of Information Act; (b) publicly available or becomes so in the future without restriction and through no fault or action of the receiving Party or its agents; (c) rightfully received by either Party from a Third Party and not accompanied by confidentiality obligations; (d) already in the receiving Party’s possession and lawfully received from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of or references to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party.

“Code” means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

“Contract Documents” include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

“Facility” or “Facilities” means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

“Force Majeure Events(s)” means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes, and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

“Party” or “Parties” means City and/or Service Provider.

“Person” means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

“Personal Information” means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person’s physical, physiological, mental, economic, cultural or social identity.

“Task Order Commencement Date” means the date set forth in each Task Order on which the Services under such Task Order shall begin.

“Third Party” means a Person other than the Parties.

“Work Product” means any work product, creation, material, item or deliverable, documentation or other item created by Service Provider or Service Provider Personnel, either solely or jointly with City or Third Parties, for the benefit of City in connection with providing the Services, including all forms of intellectual property such as inventions, copyrightable materials and/or material protected by patent, trademark and/or other trade secrets laws.

EXHIBIT C
AUTHORIZATION



CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT

SUITE 1900

55 TRINITY AVENUE, SW

ATLANTA, GA 30303

(404) 546-1000

Andre Dickens
Mayor

Jaideep Majumdar
Chief Procurement Officer

Excellence in VALUE CREATION through Partnership, Collaboration, and Innovation

MEMORANDUM

TO: Balram "B" Bheodari, Airport General Manager

DS
jm

FROM: Jaideep Majumdar, Chief Procurement Officer

RE: Notice of Special Procurement Request for - SP-S-/DOA-2211-1230166, Flock License Plate Reader Equipment, Installation & Maintenance & Support Services at H-JAIA

DATE: 11/28/2022

Pursuant to Atlanta City Code Section 2-1191.1, the Chief Procurement Officer may initiate a procurement above the small purchase amount specified in Section 2-1190 where he determines that an unusual or unique situation exists that make the application of all requirements of competitive sealed bidding or competitive sealed proposals contrary to the public interest. Such procurement does not technically qualify as Sole Source procurement under Code Section 2-1191. Any Special Procurement under this Section is conducted with such competition as practicable under the circumstances. The Chief Procurement Officer in the contract file shall include a written determination of the basis for the procurement and for the selection of the contractor.

This **Special Procurement Request** is to engage **Flock Group Inc**, to provide services on behalf of the City of Atlanta's ("City") Department of Aviation ("DOA"):

An investigation has been conducted of the available sources regarding the materials, goods and/or services stipulated herein pursuant to § 2-1191.1 of the City of Atlanta Code of Ordinances, Special Procurement, and my findings are the following:

1. The Atlanta Police Department is utilizing Flock Services within the City of Atlanta ("City"). The Airport Police Precinct seeks to provide consistency with the current automatic license plate reader detection services used within the City proper.
2. The Department of Aviation is unable to join the contract as an authorized user department because the equipment and services are provided through a donation from the Atlanta Police Foundation, adopted by City Council and approved per City Charter on 5/21/21.

3. In addition to consistency with City license plate reader detection, the Flock Group is the only local company that provides license plate readers powered by solar energy and the locations where the readers will be installed are not equipped with electricity.
4. To utilize a competitive bid process would require the City to enter into an agreement with Georgia Power to install electrical lines, significantly increasing the projects scope, timeline and budget.

The cost of services: This special procurement request cost of services with **Flock Group Inc**, shall not exceed amount of Eighty-Five Thousand Six Hundred Dollars and Zero Cents (**\$85,600.00**). The Special Procurement Authorization is for a period of two (2) years with two (2) renewal options for one (1) year.

If you have any questions, please email your Contract Specialist Mark Coleman-Mabry, via email mscolemamabry@atlantaga.gov.

I, Jaideep Majumdar, by the authority vested in me pursuant to § 2-1191.1 of the City of Atlanta Code of Ordinances, do hereby approve, direct, and authorize the Special Procurement for professional services to be provided by **Flock Group Inc**.

CC: Mark Coleman-Mabry, Contract Specialist
Philippe Jefferson, Procurement Manager
Dana Greer, Deputy Chief Procurement Officer

DS
MC
DS
PEJ
DS
DMJG

EXHIBIT D

CITY SECURITY POLICIES

	CITY OF ATLANTA	Control ID	NIST-CSF
		Effective Date	4/21/2020
		Version Number	1.2
		Revision Date	04/01/2020
Infrastructure, Platform and Software as a Service		Approved By	Gary Brantley, Chief Information Officer
		POC for Changes	AIM Office of Information Security
DocuSigned by:  5978BF998AD146A Gary Brantley, Chief Information Officer, AIM		April 22, 2020 <i>Date signed</i>	

1.0 Purpose:

This policy defines the requirements to properly acquire and securely utilize Infrastructure, Platform and Software as a Service throughout the City of Atlanta ("City"). Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and Software as a Service (SaaS) offers a number of advantages including lower cost, high performance, and quick delivery of services. That said, security controls are required to protect City information technology resources.

2.0 Scope:

This policy addresses the use of IaaS, PaaS, and SaaS for City enterprise purposes where the service essentially becomes an extension of the City network. This policy applies to employees, contractors, consultants, temporaries, and other workers at the City. It also includes personnel affiliated with third parties that are performing work related to the City.

3.0 Contracts:

Contracts – City Staff, Contractors, and Affiliates are not permitted to independently enter into IaaS or PaaS service contracts for the storage, manipulation, or exchange of City data. City departments who need IaaS or PaaS services must use the IaaS and PaaS vendors that have been vetted and approved by the City Chief Information Officer and Chief Technology Officer. The IaaS and PaaS implementation plan must also be vetted and approved by AIM Security.

Purchases – Purchases of SaaS services require a review by AIM Security prior to implementation. Failure to adequately plan for the security review will result in delay or termination of the project.

Document Title: Infrastructure, Platform and Software as a Service	Internal Use Only	Document Owner:
Control ID: NIST-CSF Version 1.2 04-01-2020	Page 1 of 6	AIM Office of Information Security

4.0 Required Safeguards

The use of IaaS, PaaS, and SaaS services must comply with existing City computing policies. These policies include but are not limited to:

- Information Classification Policy
- Acceptable Use of Assets Policy
- The use of IaaS, PaaS, and SaaS services must comply with all laws and regulations governing the variety of data types used by the City.
- Personal cloud service accounts may not be used for the storage, manipulation, or exchange of City-related communications or City-owned data.
- All City data must be hosted and processed on servers located within the continental United States.
- Data stored in the cloud and data in transit to and from the cloud, must be encrypted. This also applies to streaming media such as audio or video.
- The communications channel used to transmit data to and from the cloud, must also be encrypted.
- If the cloud technology requires the use of City Active Directory credentials, Single Sign On (SSO) should be used whenever possible. In all cases, multi-factor authentication must be used.
- Privileged access users accessing the management console or other privileged accounts in the cloud, must use multi-factor authentication/VPN.
- All passwords must adhere to City password complexity requirements.
- NetFlow and application logging must be retained for a period of not less than 6 months. Upon request, logs should be exportable to the City within 5 business days.

API Keys:

- Justification is required for their generation.
- Must grant minimum necessary privileges.
- Must be rotated at least annually.

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5.0 Vendor Guidelines:

Vendors for IaaS or PaaS services are vetted and contracted on an enterprise contract for the City. The terms of use for SaaS vendors must be closely scrutinized to ensure adequate protection of the confidentiality, integrity, and availability of City data.

IaaS, PaaS, and SaaS services must not be engaged without developing an exit strategy for disengaging from the vendor or service. There should also be provisions made for integrating the service into City business continuity and disaster recovery plans. The City must determine how data would be recovered from the vendor and/or transferred to a different vendor. The City must also work with the vendor to establish procedures on data sanitization from the vendor's services. Each City department must follow an appropriate records retention schedule that dictates when different types of City data are purged. Examples include photos wearing City apparel and posts revealing details of employment with the City. Data along these lines should be discarded or destroyed as defined by Records Retention Schedule.

In the event of termination of contract, all of the City's data shall be returned to the City in a usable format and all City information remaining on the vendor's equipment must be purged. A statement acknowledging that the City's information has been purged from the vendor's information processing facilities shall be submitted to the City upon termination of contract.

Vendors must follow all applicable City change control processes, procedures and policies. In cases where the vendor is providing Cloud Services to the City, a copy of the vendor's change control procedures shall be provided to the City. The vendor shall coordinate all changes with the City and have them logged for auditing and reporting purposes. The vendor shall not introduce environment changes in advance of receiving authorization from the City.

Vendors shall comply with all federal, state, and local auditing requirements. Vendors shall not access any City Information Technology Assets outside the nature and scope of its original approved access request without approval from the AIM Chief Technology Officer.

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7.0 DEFINITIONS:

Infrastructure as a Service (IaaS) refers to the fundamental building blocks of Cloud Services. IaaS offers an alternative to locally owned and hosted servers, and users of an IaaS service can build a “virtual datacenter” that has access to many of the same resources as a traditional datacenter without the large upfront investment and space constraints. IaaS is the “lowest level” of the Cloud Services stack, and acts as the “foundation” for all the other segments of cloud services. Examples of IaaS would include Amazon Web Services (AWS), Microsoft Azure, and Google Cloud Platform (GCP).

Platform as a Service (PaaS) is one level above IaaS in the Cloud Services stack. A PaaS solution would provide the environment for which the service or program will run, such as the operating system and all necessary software. PaaS is built on top of virtualization technology, which enables efficient hosting and on-demand scaling. IaaS is strictly concerned with hardware and storage devices and PaaS consists of virtual machines that are already loaded with all necessary operating systems and supporting software. Some examples of PaaS include Cloud Foundry, Google App Engine, and Microsoft Azure.

Software as a Service (SaaS) is the highest level of the Cloud Services stack and includes pre-packaged software that the City licenses directly from a vendor.

Typically, the City accesses the application via a web browser. SaaS moves the task of managing and deploying software to a third-party service. Examples of SaaS include Salesforce, ServiceNow, Google Docs, and cloud storage portals like Box or Dropbox. Using SaaS means the customer is not responsible for hosting, updating, or troubleshooting the software, as it is supplied, ready-for-use, by the vendor.

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User - Any City employee or partner who has been authorized to access any City electronic information resource.

Cloud is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g. networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.

Vendor - All non-City individuals and entities, including but not limited to, paid and unpaid service providers, independent contractors, sub-contractors, consultants, sales representatives, and guests of the City who require access to the City Information Technology Assets.

8.0 References:

ISO/IEC 17788

NIST 500-322

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EXHIBIT D

AIRPORT ACCESS, SECURITY AND SAFETY MEASURES
(AS APPLICABLE)

1. **Work in Progress.** Proponent shall be responsible for and shall bear any and all risk of loss or damage to work in progress and, pursuant to the Section titled "TITLE AND RISK OF LOSS," to equipment and materials.
2. **Maintenance.** Proponent shall maintain the Work including any provisionally accepted portions thereof and including any portions occupied by City or put into service until final acceptance of the Work as a whole. Use shall not constitute acceptance, relieve Proponent of its responsibilities, or act as a waiver by the City of any terms of this Agreement (see specification section SP-4B, Extended Maintenance).
3. **Material Handling.** Proponent's responsibility for materials and plant equipment required for the performance of this Agreement shall include:
 - 3.1 Receiving and unloading;
 - 3.2 Storing in a secure place and in a manner subject to City's review. Outside storage of materials and equipment subject to degradation by the elements shall be in weather tight enclosures provided by Proponent;
 - 3.3 Delivering from storage to construction site all materials and plant equipment as required; and
 - 3.4 Maintaining complete and accurate records for City's inspection of all materials and plant equipment received, stored and issued for use in the performance of this Agreement.
4. **Security.** Proponent shall at all times conduct all operations under this Agreement in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, materials, work or other property at the Jobsite. Proponent shall continuously inspect all equipment, materials and work to discover and determine any conditions which might involve such risks and shall be solely responsible for discovery, determination and correction of any such conditions.
5. **Airport Security Requirements.** Proponent shall comply with the Transportation Security Administration ("TSA") and the City's security requirements for the Airport. Proponent shall cooperate with the TSA and the City on all security matters and shall promptly comply with any Project security arrangements established by City. Such compliance with these security requirements shall not relieve Proponent of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Proponent's obligation with respect to all applicable state, federal and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at the Jobsite.

6. Preventing Unauthorized Access. The Airport has been secured to prevent unauthorized access to the Air Operations Area ("AOA"), the secured area, the sterile area and other controlled areas of the Airport. Proponent shall cooperate to the fullest extent with the TSA and DOA to maintain the integrity of the security system. The Proponent shall control its operations and the operations of its subproponents and all suppliers so as to provide for the free and unobstructed movement of aircraft, aircraft operations personnel and equipment in the AOA, the secured area, the sterile area and other controlled areas of the Airport as defined herein.

7. Transportation Security Administration/Responsibility of Proponent. In order to comply with the TSA and DOA security requirements, Proponent shall be responsible for informing itself as to current, ongoing, and changing requirements, and for remaining in compliance with those requirements throughout this Agreement. The security requirements are as follows and from time to time may change as required by the TSA and/or DOA.

7.1 Security Identification Display Area (SIDA). The Security Identification Display Area ("SIDA") is defined in the Airport Security Program as any area that requires individuals to continuously display Airport issued or Airport approved identification badges. Personnel associated with construction contracts in the AOA secured area or sterile area of the Airport shall display SIDA badges at all times. The TSA and the DOA require all personnel to display SIDA badges in areas controlled for security purposes at all times.

7.2 FBI/CHRC Checks. To obtain a SIDA badge, each individual must successfully undergo a Security Threat Assessment and a Federal Bureau of Investigation ("FBI") fingerprint based Criminal History Records Check ("CHRC") which must reveal no convictions of disqualifying crimes within the last ten years as defined in Transportation Security Regulation, TSR Part 1542.209. Each individual must also attend a security awareness course conducted by the DOA Security Division. Each employee must present two proper forms of identification and citizenship/employment eligibility documents if necessary. Proponent shall be responsible for all fees associated with obtaining a SIDA badge (i.e., badge and fingerprint fees as determined by DOA). The current cost for the CHRC is \$50.00 per individual. The current cost for badge is \$60.00 per individual. Cost for lost badges is \$60.00 for each replacement badge.

7.2.1 In order to obtain up-to-date costs for the CHRC and for badging, Proponent shall contact the DOA Security office at (404) 530-6667 prior to sending individuals to the DOA Security office for badging. Proponent/Escorting Requirements are specified in subsection below.

7.3 Displaying Badges. Employees and those of all subproponents must display a DOA issued badge showing Proponent's name and an employee number. All personnel shall be required to wear this badge at all times while within the secured areas of the Airport.

7.4 Badging Records and Process. Proponent shall maintain an up-to-date record of all badge holders showing name, address, sex, height, weight, color of eyes and badge

number. Proponent will be required to furnish this information to the DOA upon request.

- 7.4.1** The Badging process may begin upon the Proponent's receipt of a formal Notice to Proceed (NTP) from the City and may take up to fourteen (14) calendar days to complete. Access to secured areas shall be denied until such time as the Proponent has completed the badging process.
- 7.4.2** If applicable, an Administrative NTP may be presented to the DOA Security Division by the Proponent in order to initiate the badging process for the Proponent's employees.
- 7.4.3** The Proponent shall appoint one of its employees as an Authorized Signatory and submit his or her name, on the Proponent's letterhead, to the DOA Security Division. The submittal letter shall indicate the Project Name, Agreement Number, Point of Contact, Telephone and Fax number, list of subproponents including subproponents' Authorized Signatory nature of the work to be performed by Proponent, and each subproponent, location and duration, time frame(s), and justification for vehicle access, if required. A copy of the Proponent's Insurance Certificate shall accompany the letter. Once badged, the Proponent's Authorized Signatory shall be responsible for the badging process of his/her company employees.
- 7.4.4** Each Subproponent identified in the Proponent's letter shall appoint one of its employees as an Authorized Signatory and submit his or her name through the Proponent, to the DOA Security Division. A copy of the Subproponent's Insurance certificate shall accompany the letter. Once badged, the Subproponent's Authorized Signatory shall be responsible for the badging process of his/her company employees.
- 7.4.5** Processing time for badging, at the badging office after completion of the CHRC, will last approximately one (1) hour. Processing time for Authorized Signatories will last an additional hour for briefing by the DOA Security Division. Authorized Signatory briefing sessions will be conducted only on Wednesdays at 2p.m. in the DOA Security office.
- 7.4.6** Each person applying for badging shall complete and submit all forms required by the DOA Security Division. All required forms will be provided to the Authorized Signatory at the time of the briefing at the DOA Security office.
- 7.4.7** Each person applying for a badge shall also submit to fingerprinting upon the submittal of said forms. Fingerprints will be utilized for a ten (10) year FBI-based criminal history records check for each individual employee.

7.4.8 Pursuant to TSR § 1542.209 certain felony convictions within the most recent ten (10) year period, may cause disqualification. A list of disqualifying Felony convictions is available in the offices of the DOA Security Division and in the TSR Regulations.

7.4.9 The Authorized Signatory will be notified when the results of the fingerprint checks are completed. Upon notification and approval, Proponent's and subproponent's approved employees may return to the DOA Security Office, during posted hours, for photographing and badging. This process may take up to sixty (60) minutes.

7.4.10 Badges issued to Proponent and subproponent employees and agents shall expire upon the happening of one (1) of the following events, whichever occurs first:

7.4.10.1 Completion of Agreement or subcontract, unless extended by the City;

7.4.10.2 Expiration of Insurance coverage, as indicated on the Proponent's Insurance certificate;

7.4.10.3 Employee's driver's license expiration date; or

7.4.10.4 Two (2) years from the issuance of the badge.

7.4.11 Proponent and its subproponent shall be responsible for making arrangements, ahead of time, to extend badges, when necessary. A letter, directed to both the DOA Assistant General Manager of Public Safety & Security and the DOA Director of Security, explaining the reason(s) for the badge extension on Proponent's letterhead will be required. Extension requests must be approved in writing by the DOA prior to extension of the badges.

7.4.12 Proponent's questions concerning Airport Security shall be directed to (404) 530-6667.

8. Drivers. All drivers operating vehicles within the AOA must obtain, in addition to the DOA Security badge, a DOA Ramp Certification. Ramp Certification will be evidenced by a "D" designation placed on the face of the badge by the DOA Security Division.

8.1 Ramp Certification. City will require Airport Driver Safety Training and Ramp Certification for all personnel required to operate a motor vehicle in the AOA. This can be obtained by completing an Airport Driver Safety Training Course administered by the DOA Security Division. Proponent shall contact the DOA Security Office at (404) 530-6667 during normal business hours for more information.

- 8.2 Except as set forth below, all vehicles operating within the AOA shall carry a minimum liability insurance coverage amount of TEN MILLION DOLLARS (\$10,000,000.00).
- 8.3 Proponent shall mark all vehicles and construction equipment, including those of subproponents, in a manner as required by the Department of Aviation and consistent with Transportation Security Regulations (TSR).
- 8.4 All vehicles operating within the AOA must display permanent signage, legible and visible from a sight distance of five hundred (500) feet on both sides of the vehicle. MAGNETIC SIGNS ARE PROHIBITED FROM USE IN THE AOA.

9. Protocols for Proponent Escorting. Prime proponent must incorporate escorting protocol with Security Plan submitted for approval by the DOA Security Manager. The DOA Security Manager must approve any exceptions. Proponent must attach a map of work area(s) and routes to access the work area(s) to project security plan submitted to the DOA Security Division for approval. Proponent may contact DOA Security Manager at (404) 530-6667 during normal operating hours.

- 9.1 All escorted vehicles and personnel must remain under the direction of authorized escorting personnel at all times.
- 9.2 Proponent and escorted personnel shall have no Terminal or Concourse access.
- 9.3 Escorting is limited to an approved Airport SIDA badged prime Proponent or an approved Airport SIDA badged escorting subproponent approved by the DOA Security Manager to perform escorting duties. The individuals involved in escorting shall perform no other services other than escorting while in service. No other subproponents will be allowed to escort any vehicle(s).
- 9.4 Escorting person(s) must have a SIDA badge and be approved to conduct escorts.
- 9.5 Designated badged prime Proponent employees approved or designated badged escorting subproponent must escort prime Proponent employees and subproponents' employees to all work sites. Once at the work site, badged employees, prime or subproponents, may supervise unbadged employees, not to exceed five (5) employees per one (1) SIDA badged employee.
- 9.6 All personnel (badged or escorted) must have an employee photo ID displayed on the outermost garment, waist high or above. The employee badge must contain the employee's name, Proponent's name and project number or name. All escorted personnel must remain under the control of person(s) with an SIDA badge with escort privileges at all times while in the SIDA, Secure, or Sterile Areas.
- 9.7 Maximum vehicular escort—one (1) prime proponent vehicle or approved badged escorting subproponent is permitted to escort two (2) subproponent vehicles.

- 9.8** All vehicles requiring escort must access and egress the SIDA through Pre-approved gates. Vehicles requiring escort shall not be permitted access or egress through any other entry or exit point for any reason whatsoever.
- 9.9** All escorted vehicles must obtain a permit, valid for up to ten (10) hours, at Gate 59 or other approved vehicle access point. The obtaining of a permit, however, shall not relieve a vehicle from the requirement of being escorted as set forth herein.
- 9.10** In the event an escorted vehicle requires a time limit extension, the vehicle, and its original operator, must return to Gate 59 or approved vehicle access point to obtain a time limit extension to complete work in the SIDA, Secure, or Sterile Areas. Time limit extension shall not exceed an additional ten (10) hour period under any circumstances.

10. Construction Contracts Within Sterile Area (Inside Terminal, Concourses)

- 10.1** Highest level of Security required.
- 10.2** All employees of prime Proponent, and its subproponents, must be badged to work in the sterile area.
- 10.3** If escorting of unbadged Proponents and or subproponents is required, an approved sponsor agency (DOA, AATC, HACM, HCM, etc.) must perform escort full time.
- 10.4** For any work requiring access to the sterile area (beyond the Passenger Screening Checkpoint area and on Concourses), a tool inventory must be conducted daily by the prime Proponent or designated representative. A copy of this inventory should be provided to the construction manager or project manager for verification. In general, tools will not be allowed to pass through the checkpoint area.

11. Restricted AOA Access. Proponent shall allow passage into the AOA or secured area through its access point to persons, vehicles, and equipment displaying identification of the DOA or provide an escort for each person or vehicle not displaying proper identification. Escort vehicles must be insured as specified per Exhibit D; Insurance. Escorted vehicles need not carry the aforementioned coverage but must carry the minimum amounts of insurance required by Georgia Law. However, Insurance coverage of escort vehicles must provide coverage as specified by **Exhibit D** for vehicles being escorted.

12. Visual Aids. In the event of the possibility of contact with the AOA or secured area, Proponent shall establish a system of visual aids for marking and delineating the limits of required clearances adjacent to active runways, taxiways, and NAVAIDS during both day and night time work, subject to City's approval prior to the start of any work under this Agreement. The approved system of marking and delineating shall be installed, maintained and protected at all times.

13. Tools and Materials. Proponent shall create and maintain an inventory of all tools and materials utilized within the SIDA, Secure Area, Sterile Area, Federal Inspection Service (FIS), and AOA.

13.1 All tools and materials shall be stored and maintained in a secured manner to prevent unauthorized use, within pre-designated areas within the secured areas of the airport. Storage designations shall be obtained by the Proponent and/or subproponent, prior to mobilization, by contacting the DOA Properties Division at (404) 209-2945. Change requests for storage designation may be approved only through the DOA Properties Division with notification and concurrence from the DOA Security Division. Failure to comply with this requirement may result in the termination of Proponent's or subproponent's contract and disqualification from working on construction contracts within secured areas of the Airport.

13.2 All tools and materials must be secured to prevent unauthorized use at all times within the secured areas of the Airport and/or the AOA. Failure to comply with this requirement may result in the termination of Proponent's or subproponent's contract and disqualification from working on construction contracts within secured areas of the Airport.

13.3 Any and all job-specific or unusual tools and/or materials shall be presented to the security authority at point of entry gate when accessing and/or egressing the SIDA and/or AOA. Failure to comply with this requirement may result in the termination of Proponent's or subproponent's contract and disqualification from working on construction contracts within secured areas of the Airport.

13.4 All vehicles shall remain subject to search while within the secured areas of the Airport and/or the AOA at all times. Vehicles may also be searched prior to entry to the secured areas of the Airport. The possession of weapons and other prohibited items may result in criminal or civil charges in accordance with applicable laws.

14. Dumpsters. Proponents and subproponents shall be allowed no more than one (1) open dumpster per Agreement work area. Any and all other job-site dumpsters must remain securely covered and fastened at all times.

14.1 Trash must be removed daily.

14.2 No dumpster shall be permitted in the Terminal area for any reason whatsoever.

14.3 The Proponent shall be responsible for trash removal from dumpsters within the AOA. Proponent shall clear debris on a daily basis not later than the end of shift.

14.4 Dump trucks shall access and egress the AOA through pre-approved gates. Failure to comply with this requirement may result in the termination of Proponent's or

subproponent's contract and disqualification from working on projects within the secured areas of the Airport.

15. Terminal/Curbside. A maximum of two (2) Proponent vehicles or two (2) subproponent vehicles may be permitted in a work area at any given time, subject to the approval of the Atlanta Police Department and the DOA Security. In the event one (1) Proponent vehicle is present, then no more than one (1) subproponent vehicle may be present at the same time, and vice versa.

15.1 Debris removal may be allowed from curbside with special permission by the DOA Security Department.

15.2 When parked at curbside, at least one (1) badged employee must remain with the vehicle at all times. Vehicles must be removed as expeditiously as possible in all cases.

15.3 Areas surrounding vehicles accessing curbsides must be kept clean at all times.

15.4 For purposes of obtaining Terminal or Curbside access, the APD Airport Section shall be contacted by dialing (404) 530-6630 24 hours in advance of the desired access time.

16. Staging Areas. The Proponent's Construction staging area shall be identified on the plans.

17. Federal Inspection Service Areas. For any or all work conducted within Federal Inspection Service (FIS) areas, Proponent shall submit FIS Authorization requests to the **U. S. Customs & Border Protection (404) 765-2303**. The request shall detail the names of employees, description and area of work, work schedule, and any other relevant information to the DOA Security Department.

17.1 Proponent shall be responsible for obtaining the appropriate approvals and special SIDA badge FIS access decals from the appropriate Federal authorities. Special SIDA badge FIS access decals will not be required in if one (1) or more U.S. Customs Agent(s) are present at the work site at all times.

18. Security Checkpoints. Proponent and subproponents shall maintain awareness among all employees, and at all times, that all Security Checkpoints are now under Federal jurisdiction rather than privately contracted Security agents. In general, proponents will not be allowed to carry tools and construction materials through the passenger security screening points.

18.1 Questions regarding Federal Security Checkpoints shall be directed to (404) 763-7437 or (404) 530-2150.

19. Restrictions on Operations. Proponent shall plan and conduct its operations so as not to enter upon lands in their natural state unless authorized by City. Proponent shall not damage, close or obstruct any utility installation, highway, road or other property until permits and City's permission therefore have been obtained. Proponent shall not disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or structure unless

specifically authorized by this Agreement. Proponent shall not damage or destroy cultivated and planted areas, or vegetation such as trees, plants, shrubs, and grass on or adjacent to the premises which, as determined by City, do not interfere with the performance of this Agreement. The City will be responsible for furnishing all rights-of-ways upon which the Work is to be constructed in advance of the Proponent's operation.

- 20. Cooperation with Agencies.** Proponent shall cooperate with the owner of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA), or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the Work. In addition, Proponent shall control its operations to prevent the unscheduled interruption of such utility services and facilities.
- 21. Location of Services.** The City does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the Work. Any inaccuracy or omission in such information shall not relieve Proponent of its responsibility to protect such existing features from damage or unscheduled interruption of service.
- 22. Notice to Owner/Operators.** Prior to commencing the work in the general vicinity of an existing utility service or facility, Proponent shall notify each owner/operator in writing of activities which might affect its interests. If, in Proponent's opinion, the owner/operator's assistance is needed to locate the utility service or facility or the presence of a representative of the owner/operator is desirable to observe the work, such advice should be included in the notification. Proponent shall furnish a copy of such written notices to City.
- 23. Excavation Methods.** Where the outside limits of an underground utility service have been located and staked on the ground, Proponent shall use excavation methods acceptable to City as may be required to insure protection from damage due to Proponent's operations.
- 24. Damage to Services.** Should Proponent damage or interrupt the operation of a utility service or facility by accident or otherwise, it shall immediately notify in writing the owner/operator, appropriate public safety authorities and City and shall take all reasonable measures to prevent further damage or interruption of service. Proponent in such events shall cooperate with the utility service of facility owner and City continuously until such damage has been repaired and service restored.
- 25. Failure to Protect Property.** Proponent shall not be entitled to any extension of time or compensation on account of Proponent's failure to protect all facilities, equipment, materials and other property as described herein. All costs in connection with any Improvements or restoration necessary or required by reason of unauthorized obstruction, damage or use shall be borne by Proponent.
- 26. Utility Proponent Licensing Requirements.** Proponent shall comply with the requirements of state law, including, but not limited to, O.C.G.A. § 43-14-8.2 (b)(1) which states that:

After June 30, 1994, no sole proprietorship, partnership, or corporation shall have the right to engage in the business of utility contracting unless such business holds a utility proponent license and there is regularly connected with such business a person or persons who holds a valid utility manager certificate issued under this chapter. Such utility manager must be actually engaged in the performance of such business on a full-time basis and oversee the utility contracting work of all employees of the business. In cases where a sole proprietorship, partnership, or corporation has more than one permanent office, then each permanent office shall be registered with the division and at least one person who holds a valid utility manager certificate issued under this chapter shall be stationed in each office on a full-time basis and shall oversee the utility contracting work of all employees of that office.

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

DISPUTE RESOLUTION PROCEDURES

1. If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of its circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of of this Agreement.
2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.
3. If a dispute or disagreement cannot be resolved informally Service Provider's authorized representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the authorized representatives, the parties exchange relevant information that will assist the parties in resolving their dispute or disagreement.
4. If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other accepted form of alternative dispute resolution.

EXHIBIT F

ADDITIONAL CONTRACT DOCUMENTS

Required Submittal (FORM 1)
Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows: (a) the Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program; (b) the Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof; (c) the Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof; (d) the Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract; (e) the Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c); (f) the Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and (g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

1433513
 Federal Work Authorization User Identification Number

07/23/2019
 Date of Authorization (mm/dd/yyyy)

FLOCK GROUP INC
 Name of Contractor (Legal Name of Offeror)

LICENSE PLATE READER INSTALLATION
 Name of Project/Solicitation Number

AIRPORT ATLANTA POLICE DEPARTMENT
 Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on SEPT 10, 2022 in DALY CITY (City), CA (State).

[Signature]
 Signature of Authorized Officer or Agent

MARK SMITH GENERAL COUNSEL
 Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
 ON THIS THE 10th DAY OF September, 2022

[Signature]
 NOTARY PUBLIC

My Commission Expires: 01/07/2026



***The signature dates for both the authorized representative and notary public must be the same.**

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Amended Annual Registration

Electronically Filed

Secretary of State

Filing Date: 10/17/2022 5:47:47 PM

BUSINESS INFORMATION

BUSINESS NAME : FLOCK GROUP INC
CONTROL NUMBER : 17023823
BUSINESS TYPE : Foreign Profit Corporation
FILING TYPE : Amended Annual Registration

CURRENT INFORMATION ON FILE FOR PRINCIPAL ADDRESS, REGISTERED AGENT, AND OFFICERS

PRINCIPAL OFFICE ADDRESS : 1170 Howell Mill Road NW Suite 210, Atlanta, GA, 30318, USA
REGISTERED AGENT NAME : Registered Agents Inc
REGISTERED OFFICE ADDRESS : 300 Colonial Center Pkwy. STE 100N, Roswell, GA, 30076, USA
REGISTERED OFFICE COUNTY : Fulton

OFFICER	TITLE	ADDRESS
Garrett Langley	CEO	1170 Howell Mill Road NW Suite 210, Atlanta, GA, 30318, USA
Garrett Langley	CFO	1170 Howell Mill Road NW Suite 210, Atlanta, GA, 30318, USA
Garrett Langley	Secretary	1170 Howell Mill Road NW Suite 210, Atlanta, GA, 30318, USA

CHANGES TO THE ABOVE CURRENT INFORMATION ARE INDICATED BELOW

PRINCIPAL OFFICE ADDRESS : 1170 Howell Mill Road NW Suite 210, Atlanta, GA, 30318, USA
REGISTERED AGENT NAME : Registered Agents Inc
REGISTERED OFFICE ADDRESS : 300 Colonial Center Pkwy. STE 100N, Roswell, GA, 30076, USA
REGISTERED OFFICE COUNTY : Fulton

OFFICER	TITLE	ADDRESS
Garrett Langley	CEO	1170 Howell Mill Road NW Suite 210, Atlanta, GA, 30318, USA
James LaCamp	CFO	1170 Howell Mill Road NW Suite 210, Atlanta, GA, 30318, USA
Mark Smith	Secretary	1170 Howell Mill Road NW Suite 210, Atlanta, GA, 30318, USA

After the above change(s) are made, the address of the entity's registered office and the business address of the

registered agent will be identical.

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Christie Reed
AUTHORIZER TITLE : Authorized Person

APPENDIX A: OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS

(N/A)

APPENDIX B: INSURANCE AND BONDING REQUIREMENTS (N/A)

APPENDIX B
INSURANCE REQUIREMENTS
SP-S-DOA-2211-1230166, Flock License Plate Reader Equipment, Installation & Maintenance & Support Services at H-JAIA

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance requirements required by this Appendix B and applicable by law and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City

certifying that all insurance requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance under the agreement must meet the following requirements:

- i) Best's rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

4. Insurance Required for Duration of Contract

All insurance required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

5. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
Email: RiskCOI@AtlantaGa.Gov

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

6. Electronic Submission of Proof of Insurance Required Upon Renewal

Proof of current insurance coverage is required upon each insurance renewal term. Sixty days prior to your Certificate of Insurance expiration, you will receive an automated email (to the contact email you provided to the City of Atlanta Department of Procurement) from notifications@origamirisk.com which contains a personalized link that will be used to upload your proof of insurance documents. Per your contract, it is required that you upload your proof of insurance prior to the expiration date of your insurance coverage. Please contact your contract specialist with the Department of Procurement should you have any questions or need any further assistance regarding this requirement.

7. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Accord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

8. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management** at RiskCOI@AtlantaGa.Gov.

9. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

10. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

11. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all Subcontractor/Consultants/subconsultants at all tiers to be sufficiently insured based on the scope of work performed under this agreement.

12. Self Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement.

Workers' Compensation. **Statutory**
Employer's Liability:
Bodily Injury by Accident/Disease **\$1,000,000.00 each accident**
Bodily Injury by Accident/Disease **\$1,000,000.00 each employee**
Bodily Injury by Accident/Disease **\$1,000,000.00 policy limit**

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000.00 per occurrence subject to a \$2,000,000.00 aggregate.** The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Fire Legal Liability
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/Subcontractor/Consultants
- ☒ Products – Completed Operations
- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000.00** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

Additionally, in accordance with Section 22-181(b) of Chapter 22, Code of Ordinances of the City of Atlanta, all vehicles requiring access to the restricted areas of the airport must be covered by an automobile liability policy in the minimum amount of **Ten Million Dollars (\$10,000,000)** combined single limit for personal injury and property damage. The \$10,000,000 limit of liability will also be imposed on any parties transporting workers, materials and/or equipment to the Airport site from parking lots or similar facilities.

E. Cyber Liability

Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

F. Primary and Non-Contributory

Contractor/Consultant coverage shall be Primary and Non-Contributory where permissible.

G. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

END OF DOCUMENT



FLOGRO-01

TMILLER

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 3/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Complete Insurance Source, Inc P.O. Box 1299 Fayetteville, GA 30214	CONTACT NAME: Tiffany Miller PHONE (A/C, No, Ext): (770) 371-8257 FAX (A/C, No): (770) 371-1999 E-MAIL ADDRESS: tiffany@complete-insurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Travelers Property Casualty Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Flock Group Inc Dba Flock Safety
 1170 Howell Mill Rd Northwest
 Atlanta, GA 30318

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR \$0 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X X	6306T343807	8/23/2022	8/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X X	8106T343696	8/23/2022	8/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X X	CUP6T386924	8/23/2022	8/23/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	X	UB 6T346569	8/23/2022	8/23/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property		6306T343807	8/23/2022	8/23/2023	Business Property 100,000
A	Cyber		ZPL 91N55329	8/23/2022	8/23/2023	Per Occ/Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Atlanta and their officers, directors, employees, divisions, subsidiaries, partners, members, managers, shareholders, affiliated companies, agents, and volunteers are included as additional insureds on General Liability for ongoing and completed operations and additional insured on Commercial Auto when required by written contract per forms CGD4170219, CGD2460419 and CAT3530215. Coverage is Primary and Noncontributory when required by written contract per form CGT1000219. Waiver of Subrogation applies on General Liability, Commercial Auto and Workers Compensation per forms CGD4170219, CAT3530215 and WC00031300. Umbrella follows form. All policies are subject to a 30-day notice of cancellation, 10 days for non-payment.

CERTIFICATE HOLDER

CANCELLATION

City of Atlanta
 Office of Enterprise Risk Management
 68 Mitchell Street Ste 9100
 Atlanta, GA 30303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]



One Tower Square, Hartford, Connecticut 06183

CHANGE ENDORSEMENT

Named Insured:
FLOCK GROUP INC
DBA FLOCK SAFETY

Policy Number: H-630-6T343807-TIL-22
Policy Effective Date: 08/23/22
Issue Date: 09/13/22
Additional Premium \$ 5,169

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Effective from 09/08/22 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

THE COMMERCIAL GENERAL LIABILITY COVERAGE PART IS AMENDED AS FOLLOWS:

ADDING CG D2 46 04 19 - BLANKET AI-W/COMP OPS IF REQ BY CONTRACT AS PER ATTACHED.

NAME AND ADDRESS OF AGENT OR BROKER:
THE COMPLETE INS SOURCE (FP813)
155 MARQUIS DR
FAYETTEVILLE, GA 302146299

COUNTERSIGNED BY:

Authorized Representative

IL TO 07 09 87 PAGE 1 OF 1
OFFICE: ATLANTA

DATE: 09/08/22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED **(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

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- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.



POLICY NUMBER: H-630-6T343807-TIL-22

EFFECTIVE DATE: 08-23-22

ISSUE DATE: 08-24-22

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 18 05 11	COMMON POLICY CONDITIONS-DELUXE
IL T0 03 04 96	LOCATION SCHEDULE

DELUXE PROPERTY

DX T0 00 11 12	DELUXE PROP COV PART DECLARATIONS
DX 00 03 07 94	DELUXE PROP COV PART SCHED-SPECIF LIMITS
DX 00 04 11 12	TABLE OF CONTENTS - DELUXE PROP COV PART
DX T1 00 11 12	DELUXE PROPERTY COVERAGE FORM
DX T1 01 11 12	DELUXE BI (AND EE) COVERAGE FORM
DX T4 15 11 12	CRIME ADDITIONAL COVERAGE
DX T4 16 11 12	TECH INDUSTRY DD AND COL EXTENSION
DX T4 17 11 12	TECH INDUSTRY BI AND EE EXTENSIONS
DX T3 01 11 12	CAUSES OF LOSS-EARTHQUAKE
DX T3 02 11 12	CAUSES OF LOSS - BROAD FORM FLOOD
DX T4 02 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DIS
DX 01 94 01 20	GA CHANGES

COMMERCIAL GENERAL LIABILITY

CG T0 01 11 03	COML GENERAL LIABILITY COV PART DEC
CG T0 07 09 87	DECLARATIONS PREMIUM SCHEDULE
CG T0 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 34 02 19	TABLE OF CONTENTS - COM GEN LIAB COV
CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COV FORM
CG D4 37 09 21	AOCB-LIMTD PERS AND ADV INJ LIAB-TECH
CG D9 10 09 21	AMENDMENT OF INTELLECTUAL PROPERTY EXCL
CG D2 03 12 97	AMEND-NON CUMULATION OF EACH OCC
CG D4 17 02 19	XTEND END FOR TECHNOLOGY
CG D4 21 07 08	AMEND CONTRAC LIAB EXCL-EXC TO NAMED INS
CG D6 18 10 11	EXCL-VIOLATION OF CONSUMER FIN PROT LAWS
CG D1 42 02 19	EXCLUSION-DISCRIMINATION

EMPLOYEE BENEFITS LIABILITY

CG T0 09 09 93	EMPLOYEE BENEFITS LIAB COV PART DEC
CG T0 43 01 16	EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 01 16	EMPLOYEE BENEFITS LIABILITY COV FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Employees – Supervisory Positions D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement G. Blanket Additional Insured – Broad Form Vendors H. Blanket Additional Insured – Controlling Interest | <ul style="list-style-type: none"> I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations L. Medical Payments – Increased Limit M. Blanket Waiver Of Subrogation N. Contractual Liability – Railroads O. Damage To Premises Rented To You |
|---|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

**COMMERCIAL GENERAL LIABILITY
Policy 6306T343807**

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

COMMERCIAL GENERAL LIABILITY

Policy 6306T343807

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

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Policy 6306T343807

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

COMMERCIAL GENERAL LIABILITY

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- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III -- Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

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- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C;
- because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;
 that is your partner, joint venture member, manager or trustee; or
 - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
 - (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- 3. Legal Action Against Us**
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section III – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below, except when Paragraph d. below applies.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";

- (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

- (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph 4. of Section II – Who Is An Insured, except when Paragraph d. below applies; or

- (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section II – Who Is An Insured, except when Paragraph d. below applies.

- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

- (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
- (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
- (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

3. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person; or
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

- a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

- (1) Radio or television programming being transmitted;
- (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
- (3) Advertising transmitted with any of such programming.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle,

tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a.** An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

- b.** An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

- a.** Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.

- b.** Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COMMERCIAL GENERAL LIABILITY

Policy 6306T343807

21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from fire, explosion or lightning; or
- (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

**COMMERCIAL GENERAL LIABILITY
Policy 6306T343807**

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;

- (b) Others trading under your name; or

- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

- a. Means:

- (1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

- (2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER: 810-6T343696-22-I3-G

EFFECTIVE DATE: 08/23/2022

ISSUE DATE: 08/24/2022

COMMERCIAL AUTO (CONTINUED)

CA 21 21 11 02	UNINSURED MOTORISTS END (VIRGINIA)
CA 21 24 05 20	MINNESOTA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE
CA 21 27 10 13	NEVADA UNINSURED MOTORISTS COVERAGE
CA 21 30 01 15	ILLINOIS UNINSURED MOTORISTS COVERAGE
CA 21 31 10 13	MICHIGAN UNINSURED MOTORISTS COVERAGE
CA 21 33 08 17	OHIO UNINSURED AND UNDERINSURED MOTORISTS COVERAGE - BODILY INJURY
CA 21 38 10 13	ILLINOIS UNDERINSURED MOTORISTS COVERAGE
CA 21 43 06 15	RHODE ISLAND UNINSURED MOTORISTS COVERAGE - BODILY INJURY
CA 21 44 12 15	INDIANA UNINSURED MOTORISTS COVERAGE
CA 21 48 10 13	LOUISIANA UNINSURED MOTORISTS COVERAGE - BODILY INJURY
CA 21 50 07 17	COLORADO UNINSURED MOTORISTS COVERAGE - BODILY INJURY
CA 21 54 11 16	CA UM MOTORISTS COVERAGE - BODILY INJURY
CA 21 59 10 13	ALABAMA UNINSURED MOTORISTS COVERAGE
CA 21 72 10 09	FL UM MOTORIST COVERAGE - NONSTACKED
CA 21 76 10 13	KENTUCKY UNINSURED MOTORISTS COVERAGE
CA 21 79 10 13	KENTUCKY UNDERINSURED MOTORISTS COVERAGE
CA 22 10 01 21	FLORIDA PERSONAL INJURY PROTECTION
CA 22 16 10 13	KENTUCKY PERSONAL INJURY PROTECTION
CA 22 22 10 13	MICHIGAN BROADENED COLLISION COVERAGE
CA 22 24 10 13	MICHIGAN PROPERTY PROTECTION COVERAGE
CA 22 25 05 20	MINNESOTA PERSONAL INJURY PROTECTION
CA 22 30 01 20	NEW JERSEY PERSONAL INJURY PROTECTION
CA 22 46 11 16	VA MED EXP & INCOME LOSS BENEFITS END
CA 22 64 10 13	TEXAS PERSONAL INJURY PROTECTION ENDORSEMENT
CA 31 16 12 15	INDIANA UNDERINSURED MOTORISTS COVERAGE
CA 31 37 10 13	GEORGIA UNINSURED MOTORISTS COVERAGE - ADDED ON TO AT-FAULT LIABILITY LIMITS
CA 31 43 11 15	OKLAHOMA UNINSURED MOTORISTS COVERAGE - NON-STACKED
CA 99 03 03 06	AUTO MED PAY COVERAGE
CA 99 03 10 13	AUTO MEDICAL PAYMENTS COVERAGE
CA 99 58 04 14	SOUTH CAROLINA AUTO MEDICAL PAYMENTS COVERAGE
CA 99 95 10 13	TEXAS SUPPLEMENTARY DEATH BENEFIT
CA F0 73 02 15	TENNESSEE EXCEPTION - LOSS PAYABLE CLAUSE
CA T4 59 02 15	AMENDMENT OF EMPLOYEE DEFINITION
CA T4 74 02 16	BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE
CA T6 25 07 18	ROADSIDE ASSISTANCE COVERAGE
CA T3 53 02 15	BUSINESS AUTO EXTENSION ENDORSEMENT
CA 02 18 10 13	MINNESOTA CHANGES - CANCELLATION AND NONRENEWAL
CA 02 70 01 18	Illinois Changes - Cancellation and Nonrenewal
CA 02 73 10 13	RI CHANGES-CANCELLATION & NONRENEWAL
CA F0 51 02 15	TEXAS CHANGES - CANCELLATION AND NONRENEWAL
CA 01 10 11 20	MICHIGAN CHANGES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

Policy 8106T343696

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

Policy 8106T343696

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-6T346569-22-I3-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-6T346569-22-13-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED
PRIOR TO LOSS TO FURNISH THIS
WAIVER.

Job Description

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/23/2022
Insured

Policy No. UB6T346569

Endorsement No.
Premium

Insurance Company

Countersigned by



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 04 (B) – 001**

POLICY NUMBER: UB-6T346569-22-I3-G

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

1. ☐ Specific Waiver

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described..

4. Advance Premium: \$ **SEE SCHEDULE**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 8/23/2022
Insured

Policy No. UB6T346569

Endorsement No.
Premium

Insurance Company

Countersigned by

DATE OF ISSUE: 08-24-22

ST ASSIGN:

Page 1 of 1



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 43 03 05 (00) - 001**

POLICY NUMBER: UB-6T346569-22-I3-G

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Designated Person:

Designated Organization:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 J9 (00) - 001

POLICY NUMBER: UB-6T346569-22-I3-G

**KANSAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Kansas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us, and

1. Such written contract is not a construction contract subject to the Kansas Fairness in Private Construction Contract Act (Kan. Stat. Sections 16-1801 through 16-1807) or the Kansas Fairness in Public Construction Contract Act (Kan. Stat. Sections 16-1901 through 16-1908), or any amendments to those laws; or
2. This policy is part of a consolidated or wrap-up insurance program.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to issuance of the policy.)

Endorsement Effective 8/23/2022

Policy No. UB6T346569

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by

DATE OF ISSUE 08-24-22 ST ASSIGN

Page 1 of 1

POLICY NUMBER: CUP-6T386924-22-I3

UMBRELLA
ISSUE DATE: 08/24/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Employee Benefits Liability	Limits Of Liability	
Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	Each Employee	\$1,000,000
	Aggregate	\$3,000,000

Policy Number 630-6T343807-22

Policy Period

From: 08/23/2022

to: 08/23/2023

Commercial General Liability	Limits Of Liability	
Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	General Aggregate	\$2,000,000
	Products-Completed Operations Aggregate	\$2,000,000
Policy Number 630-6T343807-22		
Policy Period	Personal and Advertising Injury	\$1,000,000
From: 08/23/2022		
to: 08/23/2023	Each Occurrence	\$1,000,000

Employers Liability	Limits Of Liability	
Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	Bodily Injury By Accident Each Accident	\$1,000,000*
	Bodily Injury By Disease Policy Limit	\$1,000,000*
Policy Number UB-006T346569-22		
Policy Period	Bodily Injury By Disease Each Employee	\$1,000,000*
From: 08/23/2022		
to: 08/23/2023		

*UNLIMITED IN THE STATE OF NEW YORK FOR
SUBJECT EMPLOYEES

POLICY NUMBER: CUP-6T386924-22-I3

UMBRELLA
ISSUE DATE: 08/24/2022**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SCHEDULE OF UNDERLYING INSURANCE**

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE**Automobile Liability**Carrier **THE CHARTER OAK FIRE INSURANCE
COMPANY****Limits Of Liability****Bodily Injury And Property \$1,000,000
Damage Combined Single
Limit**Policy Number **810-006T343696-22**

Policy Period

From: **08/23/2022**to: **08/23/2023****Limits Of Liability**

Carrier

Policy Number

Policy Period

From:

to:

Limits Of Liability

Carrier

Policy Number

Policy Period

From:

to:

AGREEMENT

**SP-DOA-2211-1230166, Flock License
Plate Reader Equipment, Installation
& Maintenance & Support Services at
H-JAIA**



Atlanta, Georgia

**Andre Dickens
Mayor
City of Atlanta**

**Balram Bheodari
Aviation General Manager
Department of Aviation**

**Jaideep Majumdar
Chief Procurement Officer
Department of Procurement**

